

July 19, 2018

Agenda #1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:

Contract 18-135

Romeo Entertainment Group

2018 Montana State Fair Acts

Brothers Osborne Midland & Michael Ray

The Temptations Jeff Foxworthy Seether

INITIATED AND PRESENTED BY:

Susan Shannon, Director - Montana ExpoPark

ACTION REQUESTED:

Approval of Contract 18-135

BACKGROUND:

The purpose of this agreement is to contract with Romeo Entertainment Group who will act as the Entertainment Consultant for the Montana State Fair. Romeo Entertainment Group will secure night show attractions to appear at the 2018 Montana State Fair. The night Show acts will include: Country Artists: Brothers Osborne, Midland, Michael Ray; Comedian, Jeff Foxworthy, and the Active Rock Group Seether. The contract total is \$428,000 flat guarantee paid to Romeo Entertainment Group, Inc. in two equal payment of \$214,000 on July 31st and \$214,000 on August 4th.

RECOMMENDATION: Approval of Contract 18-135

COMPENSATION:

\$428,000 to be paid in two installments. \$214,000 to be paid to Romeo Entertainment Group Service Representative on Tuesday, July 31, 2018 and \$214,000 paid to Romeo Entertainment Group Service Representative on August 4, 2018.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission APPROVE Contract 18-135, Agreement with Romeo Entertainment Group for the purpose of acting as Entertainment Consultant and providing night show entertainment to include: Brothers Osborne, July 29; Midland and Michael Ray, July 30; The Temptations, July 31; Jeff Foxworthy, August 3, and Seether, August 4 at the 2018 Montana State Fair. Total Cost: \$428,000.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission DISAPPROVE Contract 18-135, Agreement with Romeo Entertainment Group for the purpose of acting as Entertainment Consultant and providing night show entertainment to include: Brothers Osborne, July 29; Midland and Michael Ray, July 30; The Temptations, July 31; Jeff Foxworthy, August 3, and Seether, August 4 at the 2018 Montana State Fair. Total Cost: \$428,000.

**ROMEO ENTERTAINMENT GROUP**

5247 N. 129th St., Omaha, NE 68164
(402) 359-1010 PH (402) 763-4481 FAX

AGREEMENT made this 1st day of MAY 2018, by and between ROMEO ENTERTAINMENT GROUP, INC. ("Entertainment Consultant"), a Nebraska Corporation, with its principal place of business at 5247 N. 129th St., Omaha, NE 68164 and *Cascade County, a political subdivision of the State of Montana, 325 2nd Ave N. #111, Great Falls, MT 59401 (BUYER).*
NOW THEREFORE, In Consideration of the mutual promises and agreements contained herein, the parties acknowledge and agree as follows:

1. **ATTRACTIONS.** Entertainment Consultant shall, at its expense, secure for the Buyer the following attractions to appear at the times specified and upon the following terms:

| | | |
|-------------------------|--|------------------------|
| BROTHERS OSBORNE | MIDLAND and MICHAEL RAY | THE TEMPTATIONS |
| Sunday, July 29, 2018 | Monday, July 30, 2018 | Tuesday, July 31, 2018 |
| JEFF FOXWORTHY | SEETHER | |
| Friday, August 3, 2018 | Saturday, August 4, 2018 (the "Event") | |

SET LENGTH: 75-90 MINUTES for BROTHERS OSBORNE, MICHAEL RAY, JEFF FOXWORTHY, SEETHER, 75 MINUTES for THE TEMPTATIONS, AND 45-60 MINUTES for MICHAEL RAY

SHOW TIME: 7:30 PM for Brothers Osborne, Michael Ray/Midland (on at 9PM) and The Temptations. 9:00 PM for Jeff Foxworthy and Seether.

PRICE: \$428,000 FLAT GUARANTEE and Local Ground Transportation (GUARANTEE INCLUDES ENTERTAINMENT CONSULTANT SERVICE FEE) (FEE GUARANTEED - RAIN OR SHINE).

NOTES: Buyer to provide and pay for 10 Horn Players to Artist specifications and necessary rehearsal time for The Temptations.

PAYMENT SCHEDULE: 50% to be paid to REG service representative on Tuesday, July 31, 2018 and the remaining 50% to be paid to REG service representative on Saturday, August 4, 2018

VENUE: Four Seasons Arena - Great Falls, MT (the "Premises").

CAPACITY: 6,200 **SCALING:** 1309 Reserved Seats less 200 comps and 4891 GA Standing

TICKET PRICES:

(Gate admission of \$8 not included in single ticket prices)

Pay One Price Reserved - \$215 (This includes 5 shows, 5 gate admission, and \$20 in food coupons)

Pay One Price General Admission - \$185 (This includes 5 shows, 5 gate admission, and \$20 in food coupons)

| | | |
|--|-----------------------------|--------------------------------------|
| Exclusively Brothers Osborne - Reserved | \$48 (show, gate, \$5 food) | GA - \$41 (show, gate, and \$5 food) |
| Exclusively Foxworthy - Reserved | \$48 | GA - \$41 |
| Exclusively Midland/Michael Ray - Reserved | \$41 | GA - \$33 |
| Exclusively Seether - Reserved | \$41 | GA - \$33 |
| Exclusively Temptations - Reserved | \$35 | GA - \$28 |

Single Tickets

| | | | |
|-----------------------------|------|----|------|
| Brothers Osborne - Reserved | \$40 | GA | \$33 |
| Foxworthy - Reserved | \$40 | GA | \$33 |
| Midland/MRay - Reserved | \$32 | GA | \$25 |
| Seether - Reserved | \$32 | GA | \$25 |
| Temptations - Reserved | \$27 | GA | \$20 |

BUYER TO PROVIDE: FIRST CLASS SOUND, LIGHTS AND GROUND TRANSPORTATION, STAGE, TWO (2) SPOTLIGHTS, SPOTLIGHT OPERATORS, CREW FOR LOAD-IN AND LOAD-OUT, AND ALL OTHER REQUIREMENTS OF THE ARTIST RIDER.

Radius Protection Clause: 200 miles prior to and 45 days after. Radius is inclusive of Billings, MT and Missoula, MT

2. **PAYMENT TO ENTERTAINMENT CONSULTANT.** Buyer shall pay the sum of **\$428,000 to ROMEO ENTERTAINMENT GROUP, INC.** in Cash or by Venue, Certified or Bank Cashier's Check ("Entertainment Consultant's Fee"), no later than the time scheduled for the last of such attractions. Entertainment Consultant Fee is in addition to any charges for block-buy tours or packaged tours, which are owned, created or implemented by the Entertainment Consultant. In the event that inclement weather prevents any of such attractions from appearing on the Premises, payment shall nevertheless be made to Entertainment Consultant in full. In the event of cancellation by Buyer, Entertainment Consultant shall be discharged from any further liability hereunder and shall be entitled to retain any deposit(s), whether received or due, thereto paid by Buyer in addition to Entertainment Consultant's other legal and equitable remedies. **BUYER SHALL PAY ALL SALES, USE AND OTHER SIMILAR TAXES REQUIRED BY ANY GOVERNMENTAL AUTHORITY EXERCISING CONTROL OR TAXING AUTHORITY OVER THIS EVENT AS IT PERTAINS TO THIS AGREEMENT.** Buyer shall also be responsible for its own personnel's wages, federal, state and local income taxes, worker's compensation insurance and travel related expenses. Buyer shall indemnify and hold Entertainment Consultant harmless from any such liability for contributions, federal, state and local taxes, payments or other obligations related to employees of Buyer.

3. **AUTHORIZATION.** Buyer appoints Entertainment Consultant to be its agent for the purposes detailed herein, including the continued engagement of the Artist for the performance described herein. Buyer expressly agrees to be bound by the terms of the Artist agreement(s) and as further provided in this Agreement. Buyer hereby irrevocably authorizes and appoints Entertainment Consultant to serve as Buyer's true and lawful attorney, in Buyer's name, to take such action and to execute and deliver any documents, which Entertainment Consultant may deem necessary to vest Entertainment Consultant, all of the rights and interests granted hereunder. The foregoing is acknowledged to be a power coupled with an interest and therefore irrevocable. It is expressly understood and

agreed that Entertainment Consultant is acting solely as agent for Buyer in the negotiation of the agreement with Artist and that Entertainment Consultant is not responsible for the performance or nonperformance of Artist or of the obligations assumed by Buyer.

4. CANCELLATION. Upon Buyer's execution of this Agreement, Buyer is liable to the Artist for the terms of the Artist contract. If Buyer cancels the Artist's performance at any time, Buyer shall be solely responsible to Artist for the terms of the contract and any and all additional cancellation fees, penalties and damages claimed by Artist. Buyer will further indemnify and hold harmless the Entertainment Consultant from and against all claims, costs and expenses, including reasonable attorney's fees, arising from or in connection with Buyer's cancellation of the performance. Buyer further agrees to reimburse the Entertainment its actual cost and expense incurred prior to the cancellation of the performance, as well as any and all monies owed to Entertainment Consultant, which shall become immediately due. In the event Artist cancels the performance ten (10) or more days prior to the performance date and such cancellation is not due to Buyer's default or some other permissible reason under Artist's contract as determined by Entertainment Consultant, in its sole discretion ("Artist Default"), then Entertainment Consultant shall use commercially reasonable efforts to find a replacement artist for the performance on terms and conditions approved by Buyer in writing. In the event of an Artist Default, Entertainment Consultant shall refund to Buyer any portion of the monies paid to Artist, which are refunded to Entertainment Consultant from Artist.

5. FACILITIES AND PERSONNEL. Buyer shall furnish on the Premises, at its expense, (a) a suitable stage with adequate heated/air-conditioned dressing rooms, areas for sound and light controls, areas for spotlights and such other facilities as are necessary or appropriate, as detailed in the Artist rider (b) a first-class sound and light system and required electrical services to operate said equipment, (c) stage hands and crews for operating spotlights and unloading, setting up, placing in proper positions and striking stage gear, sound equipment, lights, rigging, stage top, portable stage, and any other equipment. In addition, Buyer shall furnish to the personnel and performers free admission to the Premises and access to all areas necessary or convenient for the performances contemplated herein.

6. INDEMNITY AND INSURANCE. Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other. Buyer will subscribe to and keep in force during the duration of this agreement all customary forms of insurance, including comprehensive public liability, and shall cause Entertainment Consultant to be as named insured as its interest appears, and pursuant to MCA § 2-9-108 Buyer, as a political subdivision of the State of Montana shall not be liable in tort action for damages suffered as a result of an act or omission of an officer, agent or employee of Buyer in excess of \$750,000 for each claim and \$1.5 million for each occurrence, and workmen's compensation in such amounts and with such carriers as shall be approved by the Entertainment Consultant. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the Entertainment Consultant upon request. Entertainment Consultant will indemnify and hold the Buyer and its employees, officers and agents, harmless from any claims, liabilities, damages, costs and expenses arising out of the performance of or failure to perform Entertainment Consultant duties, or any acts or omissions of the Entertainment Consultant's representative, whether occurring within or outside the scope of representative's agency, employment or duties. Entertainment Consultant shall keep in force during the duration of this Agreement all customary forms of insurance, including comprehensive general liability (with a limit to be no less than one million dollars \$1,000,000.00), or any additional amount agreed upon by Entertainment Consultant and Artist's representative, and shall ensure that all Entertainment Consultant employees are protected by workers compensation in such amounts and with such carriers as shall be approved by the Buyer. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the Buyer upon request. All policy limits subscribed to in connection with the Event shall be subject to Entertainment Consultant's approval.

7. ACTS OF GOD. Entertainment Consultant shall not be responsible or liable in any way, nor shall such action be deemed a breach of this Agreement, for any resulting loss or damage if the performance of any provision of this Agreement is delayed or prevented by any act of God or any cause, contingency or circumstance beyond Entertainment Consultant's control, including those obligations which are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond Entertainment Consultant's control (including, but not limited to, fire, casualty, physical disability, the acts or regulations of public authorities, riots, strikes, labor difficulties, epidemics, earthquakes, acts of terrorism, interruption or delay of transportation services or any other cause, of a similar nature beyond Entertainment Consultant's control, including, without limitation, Artist's illness or incapacity), any of which shall excuse Entertainment Consultant from the performance and obligations under this Agreement.

8. NOTICES. All notices and communications required or permitted under this agreement shall be in writing and delivered personally, or via electronic mailing service, or sent by certified mail, postage prepaid, addressed to the party for whom intended at the addresses shown at the beginning of this agreement or to such other addresses as may be designated by the parties in writing.

9. CONFIDENTIALITY. Buyer agrees that the terms of this Agreement are confidential and shall not be disclosed to any third party, except as may be required by law or with the prior written consent of the Entertainment Consultant.

10. CHOICE OF LAW. The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Montana without regard to that State's rules with respect to choice of law. Any dispute arising out of or related to this Agreement must be brought in federal or state court in Cascade County and the parties hereby consent to the exclusive jurisdiction and venue of such forum.

11. COMPLETE AGREEMENT. This instrument contains the complete understanding and agreement of the parties and no representations, inducements, promises, agreements or undertakings, whether oral or written, express or implied, shall have any force or effect. No modification or amendment may be made except by writing executed by both parties. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement. The parties represent and warrant that they have the authority to bind their respective organizations to this Agreement. A facsimile or electronic mail transmitted document may constitute an original document.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

ROMEO ENTERTAINMENT GROUP, INC.

Board of County Commissioners, Cascade County, Montana

By: JENNIFER FITZPATRICK O/B/O FRAN ROMEO-PRESIDENT

By: _____

ROMEO ENTERTAINMENT GROUP, INC

5247 N. 129th Street
Omaha, NE 68164

This AMENDMENT (this "Amendment") is made effective as of July __, 2018 (the "Effective Date") by and between (i) **Romeo Entertainment Group, Inc.**, a Nebraska corporation, with its principal place of business at 5247 N. 129th St., Omaha, NE 68164 (the "Entertainment Consultant") on the one hand, and (ii) **Montana State Fair**, a Montana company, with its principal place of business at 400 3rd St. NW, Great Falls, MT 59404 ("Buyer") on the other hand.

WHEREAS, Entertainment Consultant and Buyer entered into an agreement dated May 1st, 2018 (the "REG Services Agreement").

WHEREAS, Entertainment Consultant and Buyer now desire to amend the terms of the REG Services Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and represented by Entertainment Consultant and Buyer, the REG Services Agreement shall be amended as follows:

1. Solely with regards to Michael Ray and Midland (collectively, the "Artist") in connection with the Event, Entertainment Consultant agrees to indemnify and hold harmless Buyer and Buyer's officers, agents, and employees from any loss, damage, or expenses as a result of any third party claim for death, personal injury, or property damage where such claim is the direct result of Artist's negligence or intentional wrongful act or omission (including reasonable outside attorney's fees, expenses, and liabilities incurred in the defense of any such claims)
2. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the REG Services Agreement.
3. As amended hereby, all terms and conditions of the REG Services Agreement shall remain in full force and effect as set forth therein.

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the date first shown above.

Entertainment Consultant:

Buyer:

ROMEO ENTERTAINMENT GROUP, INC.

MONTANA STATE FAIR

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACT ADDENDUM

Producer: C.O. JONES, INC.
f/s/o BROTHERS OSBORNE

Buyer: BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MT o/b/o THE MONTANA STATE FAIR

Performance Date: SUNDAY, JULY 29, 2018

Location: FOUR SEASONS ARENA, GREAT FALLS, MT

1. **CONFLICT WITH CONTRACT:** All terms of this Addendum shall supersede any conflicting terms in the Contract/Producer rider, solely to the extent of conflict.
2. **CANCELLATION:** There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.
3. **MERCHANDISING:** Except as may otherwise be stated in the agency-issued agreement ("Contract Face"), Producer shall pay twenty-five percent (25%) of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax and Producer shall provide all necessary sellers.
4. **RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION:** Except as may otherwise be stated on the contract face, Artist / Producer shall not perform publicly within a radius of 200 miles from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running until 45 days following the Performance Date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld. *Radius is inclusive of Billings + Missoula, MT.*
5. **SOUND LEVEL CONTROL:** It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. THIS WILL BE STRICTLY ENFORCED.
6. **MEET & GREET / MARKETING:** Subject to the terms of the Contract Face and Producer/Artist Rider, Artist agrees to conduct a meet & greet with no more than 30 individuals at a time convenient for Artist. The meet & greet will be well organized and run smoothly and quickly. Event may request up to 30 photos signed by Artist. Artist agrees to assist in promotions and marketing for the event as their schedule allows. Buyer may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Producer and Artist will limit on-site promotions to official Engagement sponsors and media partners, unless otherwise agreed. In the event Artist has any sponsorship and/or related obligations, Buyer and Producer will work in good faith to reasonably accommodate any such obligations without unduly interfering with Engagement sponsor and media partner rights.
7. **ADVANCE WITH BUYER:** Producer's representative shall contact DARRELL OGG @ 406-590-4753, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make reasonable efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall Buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.
8. **TAX & INSURANCE INFORMATION/PAYMENT:** Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy. Upon request, Producer shall provide proof of such insurance. Producer shall be responsible for paying all of its own applicable taxes or dues in connection with the compensation received from Buyer, including, but not limited to, any employment withholding tax, union dues, and pension plans. For clarification, Buyer shall remain responsible (as stated under the applicable law) for withholding any tax on the compensation paid from Buyer to Producer (e.g., Buyer shall withhold any non-resident entertainer tax). In the event the Producer contracts with Buyer as an individual, as opposed to a legal entity, Buyer will require a COI (Certificate of Insurance) as detailed in this paragraph. If Producer contracts directly as an individual, they acknowledge that they shall carry their own general liability and workers compensation insurance as required by law in order to perform at this event. Producer's failure to comply with any workers compensation obligation imposed on Producer by applicable law shall be considered a breach of this agreement and Purchaser may, as its sole right and remedy, cancel the engagement as a result thereof (subject to Producer's reasonable opportunity to cure same upon timely, separate, and written notice from Purchaser). Artist/Producer further acknowledges that they must provide a COI to Romeo Entertainment Group/Buyer within ten (10) days of written request by Buyer. For clarification, it is expressly understood and agreed that the parties hereto are acting as independent contractors with respect to one another and not as partners, co-venturers, joint venturers, employee-employer, agency or other affiliate relationship and, as such, neither party (including their respective contractors, agents, or employees) shall be eligible for the other's worker's compensation insurance benefits.
9. **CATERING:** All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within two weeks prior to the Performance Date.
10. **FORCE MAJEURE:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection therewith.

11. **INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.
12. **PERFORMANCE TIME:** Artist shall perform at the stage location as set forth in the Agreement. In the event of inclement weather or Buyer's scheduling or logistic difficulties, Buyer shall have the right to delay Artist's performance for a reasonable time period from the scheduled performance time set forth in the Agreement, subject to the approval of the Producer, which will not be unreasonably withheld (a "Delay"). In the event a "Delay" cannot be agreed upon despite reasonable efforts of both parties, Producer shall, nonetheless, remain entitled to the full Guarantee due under the Agreement.

In the event that a non-performance is due to Producer or Artist's negligence, any deposit or monies previously paid to Producer shall be refunded to Buyer within a reasonable time (unless the parties agree to apply any such amounts to a mutually agreed reschedule date) and Buyer and Producer/Artist shall engage in good faith efforts to determine a mutually agreed reschedule time for the Engagement. In the event Buyer and Producer/Artist are unable to determine a mutually agreed rescheduled time, each party shall, have no further obligation in relation to the Engagement except pursuant to any payment obligations that may remain despite a non-performance (e.g., as set forth in paragraph fifteen (15) herein or as may be due as a result of Purchaser's uncured material breach or to make Purchaser whole for its financial costs to its Entertainment Consultant in the acquisition of Artist's

In the event that a material delay (for clarification, not a "Delay") is due to Artist or Producer's sole negligence or intentional conduct, Buyer may be entitled to request a reduction in the Guarantee, provided that any grant of a reduction shall be dependent upon mutual agreement between all parties.

13. **LIMITED LIABILITY:** Buyer shall not be liable to Artist for any injury or damage to Artist or the Artist's equipment, unless such injury or damage is caused by the negligence or intentional conduct of Buyer, its agents, employees, contractors, or volunteers. Artist shall remove all of Artist's equipment and personal effects from the stage location and dressing rooms within a reasonable time following performance, unless prevented or prohibited from doing so through no fault of the Artist/Producer.
14. **INDEMNIFICATION:** Producer agrees to indemnify and hold harmless Buyer and Buyer's officers, agents and employees from any loss, damage, or expenses as a result of any third party claim for death, personal injury, or property damage where such claim is the direct result of Producer's or Artist's negligence or intentional wrongful act or omission (including reasonable outside attorneys' fees, expenses, and liabilities incurred in the defense of any such claims), where such claim is reduced to a final adverse judgment by a court of competent jurisdiction.
15. **PHOTOGRAPHY/TAPING:** Producer and Artist acknowledges that photography, videotaping and audio taping by the general public are impossible to completely control. Notwithstanding the foregoing, Buyer shall use reasonable efforts to prevent any professional grade or excessive recording (audio or video) and photography by the general public. The parties recognize the prevalent use of "smartphone" cameras and, subject to Buyer's obligations set forth herein, agree that such use shall not be deemed a breach of the Agreement.

ACCEPTED AND AGREED:

PRODUCER

ACCEPTED AND AGREED:

BUYER

(performance hereunder.)



TECH RIDER

REVISED

MAY 2017

CONTACT INFO

Tour Manager:

-Luke Holton

LukeNashville@gmail.com

+1(865)-789-1168

Production Manager:

-Courtney Warner

courtneyisaboy@gmail.com

+1(615)509-0079

Management:

Q Prime South

+1(615)258-1050

-Fielding Logan

fielding@qprime.com

-Randi Tolbert

randi@qprime.com

TO BE MUTUALLY AGREED
UPON DURING ADVANCE

Sound Requirements

Front Of House

Mixing Console, minimum 40 mono inputs, high pass filter, phase reverse, with 4 bands of parametric eq and 8 aux sends. 8 VCA's or Sub groups.

Preferred consoles: Didgico, Soundcraft, Midas, Avid, Yamaha.

Unacceptable consoles: anything by Peavey, Mackie or Presonus.

System must be stereo and 4 way with enough power run at an average of 115dbA and undistorted at mix position for the duration of the show. Center and in fills must be provided if the venue does not have adequate coverage in these areas. Amplification must be professional touring quality equipment.

BROS engineer must have access to all stages of the sound system including eq, crossovers, limiters and amplifiers.

A pleasant, polite, professional and sober live sound engineer will be needed to assist BROS audio team.

Processing

Minimally

8 channels of noise gates

8 channels of compression

2 Reverb units: TC electronics M2000, M3000,

1 Digital delay: TC electronics, SPX 990, etc.

Monitors

In an effort to make BROS the easiest band to work with, we will be using in-ear monitors. We have our own equipment to make this work more efficient. We will have our own sub snake and attachments to get into your split. Simple.

Due to our minimal setup we are unfortunately NOT able to share this gear with any of the opening or support acts.

At the end of the night, we do ask that you help us wrap up our cables. If you were using your own gear, you would have to do it all by yourself. So, we just ask for the audio crew to help out for 15 minutes.

Input lists and Microphones

Please see attached input list, this is the most current and will be the one used for this show. Please disregard any previously sent input lists as they are probably old and outdated and will do more harm than good. We have all of our own microphones, stands, sub-snakes and cables. We will just need your house engineers to show us where they would like us to plug in.

PLEASE HAVE THE STAGE COMPLETELY CLEAR BEFORE OUR ARRIVAL!

Power

Power drops are marked on stage plot. We also require a quad box at the monitor position available for BROS IEM setup.

Load-In and Sound Check

The venue must be made available at least 6 hours prior to doors opening. The stage should be clean and clear (with the exception of a case of water and house drum riser) and ready for BROS to begin setting up. Any improvements or repairs to staging or PA must be completed before load in. BROS will need at least one dedicated hour for soundcheck, noodling, shredding, rehearsal, and some of the sweetest pickin' you've ever heard. There maybe some childish behavior, name calling and jokes taking place during this time. Please ignore, it only encourages them.

Backstage Requirements

Dressing Rooms

PER ADVANCE

We really are not that picky about dressing rooms. What is important is that they are well cleaned before we load-in and have a private bathroom. Please make sure there is plenty of seating as we will need to seat minimally 10 people at any given time. Minimally 4 working power outlets are also required. If a shower is available please provide plenty of shower towels.

Please place a large trash receptacles in each dressing room area, and have somebody check to make sure it is not overflowing at some point in the night. This will allow us to keep our area clean, which is better for you, but required for us. If the venue recycles, please provide additional, clearly labeled containers so we can dispose of recyclables properly. Also, soap and toilet paper is nice to have in the bathroom upon arrival.

Hospitality Rider

Below is the most recent hospitality rider. Please disregard any previously received riders as they are probably old and out-of-date, and will probably not reflect what we will need backstage at this time. Please make sure that rider is in dressing room and a case of water on stage at the time of load-in.

Miscellaneous

Merchandise

SEE ADDENDUM # 3

A reasonably sized area with 2 - 6ft tables must be provided for BROS merch. This area should be easily visible to audience with plenty of lighting.

Guest List

BROS will need Thirty ~~40~~³⁰ names on guest list, with no deduction to rider.

Noise Ordinance and/or Curfews

Any noise ordinances and curfews must be advanced with the tour manager or production manager prior to load in. It is easier to work with any limits if they are known ahead of time.

Parking

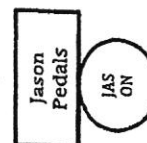
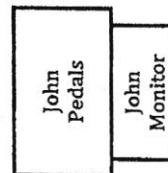
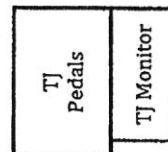
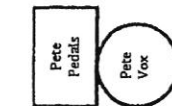
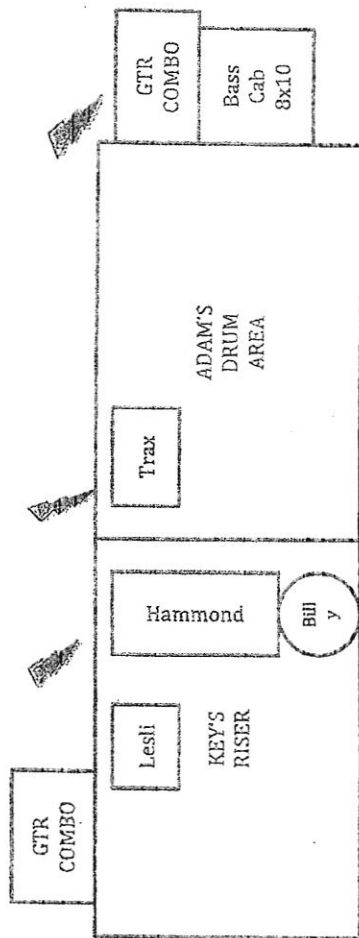
BROS travel in a bus with a trailer. Please provide parking close to the venue and on a level surface from the time of load in until load out.

Loaders

Please provide 6 healthy loaders that can lift minimally 75 pounds.



| Channel | Name | Microphone | Stand | Stage Box |
|---------|----------------|----------------|------------|-----------|
| 1 | Kick In | Beta 91 | N/A | |
| 2 | Kick Out | Beta 52 | Short Boom | |
| 3 | Snare Top | SM 57 | Claw | |
| 4 | Snare Bottom | 904 | Clip On | |
| 5 | Snare 2 | SM 57 | Claw | |
| 6 | High Hat | KSM 137 | Short Boom | |
| 7 | Tom 1 | 904 | Clip On | |
| 8 | Tom 2 | 904 | Clip On | |
| 9 | Tom 3 | Beta 91 | N/A | |
| 10 | Overhead Left | KSM 137 | Tall Boom | |
| 11 | Overhead Right | KSM 137 | Tall Boom | |
| 12 | Tracks Left | DI | N/A | |
| 13 | Tracks Right | DI | N/A | |
| 14 | Bass DI | DI | N/A | |
| 15 | Bass Mic | SM 58 | Short Boom | |
| 16 | Guitar SR 1 | SM 57 | Short Boom | |
| 17 | Guitar SR 2 | Sen 609 | Short Boom | |
| 18 | Guitar SL | SM 57 | Short Boom | |
| 19 | AC/Banjo | DI | N/A | |
| 20 | Mandolin | DI | N/A | |
| 21 | TJ AC | DI | N/A | Yellow 1 |
| 22 | Key L | DI | N/A | |
| 23 | Key R | DI | N/A | |
| 24 | Nord L | DI | N/A | |
| 25 | Nord R | DI | N/A | |
| 26 | Leslie L | Sen 609 | Tall Boom | |
| 27 | Leslie R | Sen 609 | Tall Boom | |
| 28 | Leslie B | Sen 421 | Short Boom | |
| 29 | Spare Electric | SM 57 | Short Boom | |
| 30 | Spare Acoustic | DI | N/A | |
| 31 | Extra | N/A | N/A | |
| 32 | Jason | SM 58 | Tall Boom | |
| 33 | John | SM 58 | Tall Boom | Yellow 2 |
| 34 | TJ | Wireless SM 58 | Tall Boom | N/A |
| 35 | Pete | SM 58 | Tall Boom | |
| 36 | Billy | KSM 32 | Tall Boom | |
| 37 | Adam | SM 58 | Tall Boom | |
| 38 | Spare | Wireless SM 58 | N/A | N/A |
| 39 | Condenser | KSM 32 | Tall Boom | Yellow 3 |
| 40 | Click | DI | N/A | |
| 41 | TB 1 | Swthc Mic | Claw | |
| 42 | TB 2 | Swthc Mic | Claw | |
| 43 | Crowd L | AT Whatever | N/A | Yellow 4 |
| 44 | Crowd R | AT Whatever | N/A | Yellow 5 |
| 45 | Drum Hardwire | In Ears | N/A | |
| 46 | Drum Hardwire | In Ears | N/A | |
| 47 | QSC K12 John | Monitor | N/A | Yellow 13 |
| 48 | QSC K12 TJ | Monitor | N/A | Yellow 14 |



DRESSING ROOM FOOD, BUS FOOD &
AFTER SHOW FOOD NOT PROVIDED

SEE ADDENDUM # 2

Brothers Osborne Hospitality Rider 2017

- 2 (two) Buckets of Ice to the bus.
- 12 (twelve) Black Stage Towels
- 1 (one) Container of Ice for dressing room.
- 2 (two) cases of natural spring water
- 1 (one) Sleeve Plastic Solo cups.
- 1 (one) Sleeve Disposable shot cups
- 6 (six) Gatorade/G2 fruit punch, orange or lemon-lime
- 6 (six) Sprite
- 6 (six) Coke
- 8 (eight) Red Bull (sugar free)
- 3 (three) pack of Five Hour Energy (berry flavor)
- 6 (six) pack of lime Perrier
- 1 case (24) pack of Coors Light in cans
- 4 (four) assorted 6 packs (24 total) of Local IPA, Session IPA, Pale Ale or recommendations
- 1 (one) 1.75 bottle of Tito's or Grey Goose Vodka
- 1 (one) 1.75 bottle of Bulleit or Makers Mark
- 2 (two) 20 lb bags of ice
- 1 (one) cluster of bananas
- 1 (one) bag of Nacho Cheese Doritos
- 1 (one) bag of corn tortilla chips
- 1 (one) jar of GOOD salsa (medium)
- 1 (one) box of Kind bars (peanut butter dark chocolate + protein)
- 1 (one) Large Veggie tray with dip
- 1 (one) Large Fruit tray
- 1 (one) Meat and Cheese tray
- 2 (one) pack of black Sharpies
- 2 (one) pack of silver Sharpies

ALCOHOL NOT PROVIDED

MICHAEL RAY

2018 CONTRACT RIDER

This entire rider and production/technical rider is attached to, and a material clause to the contract dated _____
between MICHAEL RAY (herein, ARTIST) and _____ (herein, BUYER)
for the performance on _____ in _____.

MANAGEMENT:

Morris Higham Management (MHM)
Clint Higham
Mike Betterton
Buffy Cooper
2001 Blair Blvd., Nashville, TN 37212

(615) 321-5025

mike@morrishigham.com
buffy@morrishigham.com

BOOKING:

Creative Artists Agency (CAA)
Aaron Tannenbaum
401 Commerce St., Penthouse, Nashville, TN 37219

(615) 383-8787

aaron.tannenbaum@caa.com

TOUR MARKETING:

Morris Higham Management
Kyle Beerman

(615) 321-5025

kyle.beerman@morrishigham.com

BUSINESS MANAGEMENT:

Platinum Business Management
Clyde Bright
1033 - 16th Avenue South, Nashville, TN 37212

(615) 988-4660 ext 13

clyde@platinumbmc.com

PUBLICITY:

EBM
Ebie McFarland
Darlene Rodriguez

(615) 327-3259

darlene@ebmediapr.com

RECORD LABEL:

Warner Music Nashville
Adrian Michaels

(615) 687-6841

adrian.michaels@wmg.com

TOUR MANAGER:

Andrew Beselica

(352) 551-8900

andrewbeselica.mrmusic@gmail.com

PRODUCTION MANAGER:

John Weaver

(408) 623-8894

JohnHweaver1@gmail.com



In the event of a conflict between the printed contract and this rider, this rider will control.

1) **BILLING**

Unless appearing as part of another show, ARTIST will receive 100% headline billing in all advertising or promotion of the show.

2) **APPROVAL OF OTHER ACTS**

ARTIST shall have the right to approve any other acts on the program. ARTIST shall have the right to approve the length of performance of other acts on the show. ARTIST shall close the show unless otherwise agreed upon in the contract. Other acts must provide their own instruments.

3) **ADVERTISING**

A. All show marketing can be advanced through Kyle Beerman: kyle.beerman@morrishigham.com. We have a very simple system in place. Upon executed contract, you will receive a show marketing guide. Once that form is filled out and returned, you will be given access credentials to our online assets gallery for all things promotion and marketing. Kyle will be your point of contact for all things marketing/ assets.

B. If show is part of a MICHAEL RAY headline tour buyer must use print materials, radio and television spots available from ARTIST Management in any and all print, radio and television advertising. Under no circumstance shall Buyer change or alter ad mats and radio/television spots without prior written consent from ARTIST'S Management.

C. Only approved images supplied by ARTIST Management or publicist shall be used in all advertisement and promotion of the show. There shall be no signs, banners or any advertising material on ~~or within fifty (50) feet of~~ the stage, nor shall the name MICHAEL RAY be used or associated directly or indirectly with any product or service without ARTIST'S written consent.

4) **SHOW SPONSORSHIP/PRESENTATION**

EXISTING SPONSORS

ARTIST Management must authorize all forms of sponsorship. This includes co-sponsorship and welcoming, presenting and hosting radio stations. ARTIST retains the right to obtain a tour sponsor.

5) **SHOW RECORDING POLICY**

NO recording, filming, broadcasting, streaming, telecasting, photographic reproduction or transmission of either audio or video of ARTIST'S show without prior written consent. ARTIST has the right to possess any and all tapes, films or recording made of ARTIST'S show.

**STILL NON-PROFESSIONAL PHOTOS
PERMITTED BY AUDIENCE**

6) **INTERVIEWS/APPEARANCES**

Coordinate all print and digital media interviews through Darlene Rodriguez - darlene@ebmediapr.com, and all radio interviews through Buffy Cooper - buffy@morrishigham.com. BUYER further agrees not to commit ARTIST to any personal appearances, interviews, photos, meet & greets or any other type of promotional appearance without prior written approval of ARTIST Management.

7) **TICKET PRICES**

Should the cost of the ticket vary from the amount stated on the face of the contract, BUYER shall remit 100% of any excess per ticket to ARTIST. This clause shall also apply to free shows. ANY charge for admission must be stated accurately on contract face, including any and all VIP Packages.

8) **COMPLEMENTARY TICKETS**

ARTIST shall be permitted thirty (30) of the top priced tickets available to them at no cost to use in their sole discretion. BUYER will provide Tour Manager with these tickets upon request on day of show.

9) **SETTLEMENT, TICKETS, TICKET COUNTS, ETC.**

Should any part of ARTIST'S compensation be based on box office or ticket sales, all methods of ticketing, accounting, manifest and settlement will be at the sole direction of ARTIST and ARTIST representatives. ARTIST and representatives will have unlimited access to box office, ticket outlets and information in any case before, during, and following performance. BUYER agrees to make necessary arrangements to accommodate this requirement.



10) BACKSTAGE ACCESS

Only ARTIST'S tour passes will be honored for backstage access unless approved by Tour Manager. Should ARTIST be the headliner, the Tour Manager will need to approve any guest list and passes. All efforts to keep the number of backstage guests down to a minimum will be appreciated.

18) PRODUCTION OFFICE

PER ADVANCE

BUYER agrees to provide a well-lit area near the backstage to be used by the Tour Manager and Production Manager. This office area should contain a table, chairs, phone and fax.

19) SOUND CHECK

BUYER agrees to provide a sound check for the ARTIST and band to be completed prior to opening the doors and admitting ticket holders. During the sound check, BUYER agrees to keep performance area clear of all people not directly involved in show's production.

20) GROUND TRANSPORTATION

BUYER agrees to provide one (1) runner/driver with one (1) 15-passenger van for artist use. This will be utilized for transporting band/crew between hotel and venue. All drivers must be sober, possess a valid driver's license, and be knowledgeable of the areas surrounding the engagement.

21) ACCOMMODATIONS

BUYER agrees to provide four (4) double and four (4) single hotel/motel rooms at no cost to ARTIST. Hotel/Motel should be Holiday Inn, Ramada Inn, Hampton Inn or equivalent, and be conveniently located to the venue (3 mile radius). Please coordinate this with the Tour Manager.

24) MERCHANDISING

- A. ARTIST shall have the ~~sole and exclusive~~ right, but not obligation, to sell merchandise bearing his name and likeness at no cost to ARTIST. Please provide three (3) 8' tables, and adequate lighting in an area highly visible to the public.
- B. BUYER and/or venue cannot sell or manufacture any items with ARTIST'S logo or likeness without prior written approval by ARTIST or management representative.
- C. ~~BUYER will not charge ARTIST or anyone else for the sale of ARTIST'S merchandise.~~

25) TAXES & LICENSES

BUYER is responsible for paying ALL state / local sales taxes, fees and dues, and obtaining necessary licenses and permits related to the engagement. This includes, but is not limited to ASCAP, BMI, SESAC, city and state permits.

26) FORCE MAJEURE

ARTIST'S obligation to furnish the entertainment unit referred to herein is subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics, and act or order of any public authority of any cause, similar or dissimilar, beyond ARTIST'S control.

27) INCLEMENT WEATHER

Judgment of the weather's effect in ability to perform shall be at the ARTIST'S ^{Purchaser's} sole discretion. In the event that this show is cancelled due to inclement weather, ARTIST must still be paid in full, provided ARTIST is ready, willing and able to perform at the designated time as specified in the contract.

28) CANCELLATION

~~Artist has the privilege of cancellation by giving thirty (30) days written notice to BUYER for any reason.~~

29) INTERNATIONAL TRAVEL

~~In the event the place of engagement is outside continental limits of the United States, BUYER agrees to procure at his/her sole expense, for ARTIST and entourage, a licensed, bonded customs broker, other documents of any nature whatsoever necessary or usually obtained to enable ARTIST and to render his services hereunder. Also, BUYER shall be responsible for, and indemnify and hold PRODUCER and ARTIST harmless from and against all local municipal, and country or government taxes, fees or levies on all income earned by PRODUCER, ARTIST or ARTIST'S EMPLOYEES while in the country or countries covered by this contract.~~



30) LEGAL WARRANTY

A. Nothing herein shall be construed to represent a partnership between BUYER and ARTIST. ARTIST and ARTIST'S services are being retained on a mutual agreement, independent contractor basis. BUYER cannot assign the rights of herein without the prior written consent of ARTIST'S personal manager.

B. All parties to this Agreement acknowledge that this Agreement was entered into the State of ~~Tennessee~~ ^{Montana} and shall be governed by laws of the State of ~~Tennessee~~ ^{Montana}. Further, all parties acknowledge that ~~Nashville (Davidson County)~~ ^{Bozeman (Hill County)} ~~Tennessee~~ is the appropriate forum for any and all litigation arising out of or involving this Agreement and/or the performance of any duties hereunder. The parties therefore consent to exclusive jurisdiction and venue in ~~Davidson County, Tennessee~~ ^{Bozeman, Montana}. The parties further agree that the prevailing party in any litigation will be entitled to recover their costs including reasonable attorney's fees and that any litigation filed outside ~~Davidson County, Tennessee~~ ^{Bozeman, Montana} will be subject to immediate dismissal along with the appropriate sanctions under FRCP 11 or the corresponding state court rules. The parties further agree to do and hereby waive formal service of process in regard to actions brought relating to this Agreement and agree to accept service of process via certified mail, return receipt requested, addressed to the address listed below.

C. ~~The parties further agree that should it become necessary to consult an attorney due to any breach of this Agreement, then such costs will be considered as recoverable damages.~~

31) INDEMNIFICATION

BUYER shall indemnify and hold ARTIST harmless from and against any and all liability, claim, demands, costs, expense, loss and damage (including reasonable attorney fees) arising out of or in connection with any bodily injury, death or loss or damage to property which occurs in any connection with any performance rendered or to be rendered by ARTIST hereunder (unless the same is caused by the willful, tortuous conduct of ARTIST).

32) INSURANCE

BUYER agrees to provide comprehensive general liability (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by ARTIST and/or employees, contractors and agents.) Such liability insurance shall be in the amount required by the venue, but in no event shall have a limit of less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. BUYER further agrees to provide full all risks insurance coverage for all equipment and instruments provided by ARTIST and/or employees, contractors and against fire, vandalizing, theft, riot, or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment so provided. Certificates of insurance relating to the coverage listed above shall be furnished upon request by the Road Manager or ARTIST management office. ~~For 13, LLC, Morris Higham Management, Creative Artists Agency and their parents, affiliates and employees will be named as additionally insured. ARTIST'S failure to request or review such insurance shall not affect ARTIST'S rights or Purchaser's obligations hereunder. The BUYER warrants that he/she has complete and adequate public liability insurance.~~

33) MODIFICATION OF CONTRACT

~~It is hereby understood and agreed that the BUYER shall not add to, delete from, or make any alterations in the Agreement or Rider without prior communication and written agreement from ARTIST'S personal manager. Any attempt to alter this agreement by BUYER will act as a waiver of all rights of purchase but will leave all liabilities of BUYER in place. This Agreement cannot be assigned to any person, firm or corporation. Under no circumstance will the venue be changed or moved without written consent of ARTIST or management. Any attempt to violate this provision will be considered a contract alteration.~~



34) PARAGRAPH HEADINGS

Paragraph headings are inserted in this Rider for convenience only and are not to be used in interpreting this Agreement.

35) THIS ENGAGEMENT IS NOT FIRM AND NO ADVERTISING CAN BE DONE UNTIL THE AGREEMENT AND RIDER IS FULLY SIGNED AND EXECUTED BY ALL PARTIES. ANY ATTEMPT TO ADVERTISE OR SELL TICKETS PRIOR TO EXECUTION BY ALL PARTIES WILL BE AT PURCHASER'S OWN RISK AND MAY BE CONSIDERED, IN THE DISCRETION OF ARTIST, A BREACH OF THE AGREEMENT AS WELL AS A CONTRACT ALTERATION WHICH WILL PERMIT, BUT NOT REQUIRE, ARTIST TO TAKE ANY ACTION PROVIDED FOR UNDER THIS AGREEMENT.


36) Nothing in this agreement should be construed to create a partnership or any relationship between BUYER and PRODUCER or ARTIST beyond this one contracted engagement.

BUYER warrants that he / she has the right to enter into this contract and is of legal age. ~~BUYER needs to initial each page of this rider.~~

This information is intended to enable MICHAEL RAY to deliver the highest quality show possible. Thank you for your cooperation and assistance. We look forward to working with you!

AGREED & ACCEPTED

AGREED & ACCEPTED



BUYER:
(Please print name)

ARTIST / MICHAEL RAY

Date: _____

Date: _____



MICHAEL RAY

2018 PRODUCTION/TECHNICAL RIDER

1) TOUR BUS PARKING

- A. Purchaser must provide and pay for adequate parking spaces and stage access for ARTIST's 45-foot tour bus with a 16 foot trailer, and any other vehicles used by ARTIST for transport of personnel and/or equipment to and from venue, as close as possible to stage or stage door. If parking is only available on the street, space must be blocked off prior to arrival. Should permits or a traffic patrol be required, it will be necessary for the Purchaser to order the aforementioned well in advance of the show. (Please note that at times there will be TWO (2) tour buses. We will inform you during the advance.)
- B. Purchaser will ensure that ARTIST'S buses and any other vehicles used by ARTIST for transport to venue will have clear access to and from venue. This will include payment of any towing costs incurred as a result of Purchaser's failure to comply with the terms of this paragraph.
- C. Purchaser shall provide at the Tour Manager's request one (1) security person to guard the tour bus, and insure that no person(s) gain access to, or cause harm or damage to ARTIST'S bus or support vehicles while said vehicles are on the premises.

2) DRESSING ROOMS

PER ADVANCE

- A. Purchaser shall provide and pay for two (2) clean dressing rooms with facilities in both to include: a well lit dressing area, shower with hot and cold running water, bathroom facilities, a minimum of twelve (12) bath towels, 110v electrical power. A sofa, table and chairs are requested. Dressing rooms should be heated or air-conditioned to maintain a comfortable temperature. Dressing rooms shall be lockable, and the keys shall be presented to Artist's personnel. If locks are not available, a security guard must be present at the dressing rooms. ARTIST will not be required to share this room with any other performers or crew.
- B. ARTIST needs a room in the backstage area to accommodate up to fifty (50) people for Artist's "meet and greet" and VIP Experience after the performance. This room should be well lit, have one (1) table and four (4) chairs for ARTIST to greet guests and sign autographs.
- C. It is understood that some venues will not have these facilities. Please advise ARTIST'S Tour Manager during advance.

3) SECURITY

PER ADVANCE

- A. Security Guards: Purchaser will guarantee at least two (2) security guards for stage, two (2) security guards for the dressing rooms, and two (2) security guards for the protection of ARTIST and ARTIST'S band and crew, their instruments and property from the time of load-in until load-out is completed after performance. This security will also include "front of stage" security during performance. Head of security shall work with ARTIST'S Tour Manager to insure proper distribution of security personnel.
- B. SECURE AND CLEAR PATHWAYS TO AND FROM THE STAGE: Purchaser, and Security shall establish, in advance, and maintain the most private, secure and direct path between the dressing room/tour bus, and the stage; starting 30 minutes before show time and one hour following the completion of the show. The ARTIST and band must NEVER be obstructed, blocked, trapped, or hindered in any way from making a secure entrance and exit to, and from the stage.
- C. Overnight: If ARTIST is doing two or more performances in one location, or if an early load-in situation requires ARTIST and band to leave equipment at the venue overnight, a security person will be needed from the official time the work ends until the official time the work begins the following day. ARTIST'S Representative will provide specific times.
- D. Personal Property: Purchaser will be liable for any, and all damage to, and/or the theft of any, and all personal property of the ARTIST, the ARTIST'S Band and Crew should it be determined that said damage/theft was attributable to negligence on the part of the Purchaser, and/or Purchaser's Representative. Said personal property includes, but is not limited to, all instruments, equipment, technical gear, tools and any/all other personal items.



PROVIDED SUCH IS NOT THE DIRECT
RESULT OF PRODUCER'S NEGLIGENCE
OR THAT OF ITS EMPLOYEES AND/OR
AGENTS.

- E. Vehicles: Purchaser will be liable for any damage to and/or theft of and/or from ARTIST'S buses or trucks that is directly attributable to negligence on the part of Purchaser and/or Purchaser's Representative should such damage and/or theft occur while said buses or trucks are at the performance premises during said period from load-in until load-out is completed after ARTIST'S performance.
- F. Autographs: Should ARTIST decide to sign autographs, security guards will be provided and paid for by Purchaser until autograph session is completed.

CATERING/HOSPITALITY

PER ADVANCE

All meals are to be served in a private area separate from the public. All numbers represent ARTIST'S personnel ONLY. This does not include support acts, local crews, promotion staff, etc. Serving times will be determined by that day's production schedule.

BREAKFAST: Continental Breakfast for Twelve (12) (if loading in at, or before 10:00 AM) To include a reasonable combination of water, "hot" coffee, tea, water, choice of juices, milk, whole grain cereal, muffins, bagels, doughnuts, and condiments.

LUNCH: Hot lunch for Twelve (12) with one (1) meat entrée (grilled/baked/roasted), mixed green salad, vegetable, 1-starch, bread (wheat), and hot soup, fresh hot coffee, tea, and herbal tea with all condiments, and plenty of bottled water, Coke, Diet Coke, Sprite, choice of juices, and plenty of ice.

DINNER: Purchaser shall provide and pay for, a hot meal for Twelve (12) persons that shall include, but is not limited to, 2-entrées, (grilled/baked/roasted), vegetables, 2-starches, mixed green salad, hot soup, and dessert, for ARTIST'S band and crew following sound check, or at a time agreed upon advancement with ARTIST'S Tour Manager. Please include: fresh hot coffee, tea, and herbal tea with all condiments, and plenty of bottled water, Coke, Diet Coke, Sprite, choice of juices, and plenty of ice.

DRESSING ROOMS:

Purchaser shall have all items available at least six (6) hours prior to performance:

- o Three (3) cases of Bottled Drinking Water (room temperature please)
- o ~~One (1) 10-pack Perrier Soda Water (Lime Flavor)~~
- o ~~Two (2) 12-packs Canada Dry Ginger Ale~~
- o ~~One (1) 4-pack Sugar-Free Red Bull~~
- o ~~One (1) Emergent C-Berry Flavored-pack (30-count)~~
- o ~~One (1) 1-lb. bag of local coffee~~
- o ~~One (1) pound of sliced deli roasted turkey & One (1) pound of sliced deli smoked turkey~~
- o ~~One (1) pound of American, Swiss, or Muenster cheese~~
- o ~~Selections of sliced fresh fruit and veggies (please leave in deli containers for storage)~~
- o ~~Two (2) loaves of whole wheat/whole grain bread~~
- o ~~One (1) jar of peanut butter / One (1) squeeze bottle of grape jelly~~
- o ~~One (1) squeeze bottle of Honey~~
- o ~~Twelve (12) Medium ripe bananas, clean and unbruised~~
- o ~~Assorted "baked" style chips: Tortilla chips & Salsa, Doritos, BBQ-flavored, assorted nuts & cookies~~
- o ~~Two (2) 1.75L bottles Jack Daniels Whiskey~~
- o ~~One (1) 1.75L bottle of Tito's Vodka~~
- o ~~One (1) 12-pack local IPA/Lager~~
- o ~~One (1) case of beer~~
- o ~~One (1) bottle of Wine (preferably "19 Crimes" Red)~~
- o ~~Coffee and hot tea service to be available throughout the day with the appropriate condiments~~
- o ~~Disposable Plates, Napkins, 50 plastic Solo cups, 12 coffee cups, & utensils~~
- o Plenty of fresh ice. Or as requested by the tour manager.
- o Fourteen (14) Black Bath Towels - as requested by the Tour Manager.
- o Twelve (12) Black Hand Towels - as requested by the Tour Manager.

DRESSING ROOM FOOD, BUS FOOD &
AFTER SHOW FOOD NOT PROVIDED

ALCOHOL NOT PROVIDED



Purchaser shall deliver to ARTIST's bus:

UPON ARRIVAL:

- o Three (3) cases (72 bottles) of Bottled Drinking Water
- o Four (4) 20-lb. bags of ice, or as requested by Tour Manager

**DRESSING ROOM FOOD, BUS FOOD &
AFTER SHOW FOOD NOT PROVIDED**

AFTER SHOW:

- o Two (2) 20-lb. bags of ice to both the Bus and Dressing Room
- o ~~After Show Food; Menu to be discussed on day of show with Tour Manager~~

STAGE: Twelve (12) Black Hand Towels-for on stage & 1 case of room temperature bottled water. Please deliver to the Production Manager during soundcheck! ALSO "as a matter of courtesy" One (1) clean trash container near the stage for disposal of used guitar strings, tape, and other litter that may occur throughout the day.

Trash containers should not be kept near food service areas and should be emptied on a regular basis.
Please keep all perishable items refrigerated, or on a bed of ice to maintain freshness.

5) STAGE REQUIREMENTS

- o One (1) 60'w X 40'd X 4'h Performance Stage.
- o Stage shall be OSHA Approved of level, reinforced and of sound, solid construction.
- o If sound cannot be flown then add:
- o Two (2) sound wings 12'w X 12'd X 6'h structurally separate from the stage, at a minimum of 4' off stage of main performance stage, when house sound system cannot be flown. (Sound system must be flown wherever rigging points are available.)
- o Two (2) stage risers to be provided
- o 8'w X 8'd X 2'h stationary risers

IF SHOW IS TO BE OUTDOORS:

Indoor Show

- o Purchaser shall provide an OSHA approved roof structure covering entire performance area and wing spaces of the stage.
 - This system is subject to reasonable approval of ARTIST'S representative.
 - ARTIST reserves the right to cancel the engagement based on unsafe conditions created by this structure.
 - This system must be setup in complete compliance with manufacturer specifications.
 - This system must be structurally sound and secure to handle all:
 - rigging loads
 - wind loads
 - rain/water loads
 - This system must be able to shed water, not allowing it to pool on the roof
- **TARPS must be provided** to cover all instruments and backline equipment.
- FOH & monitor mix position should be covered with roof systems. These systems should be removable (weather permitting and only after artist representative is consulted)
- These systems shall be subject to reasonable approval by ARTIST'S representative.
- Any applicable house mix riser must be sturdy enough to support sound and lighting consoles, outboard racks, and for operators to move about safely.
- The stage shall be set up in accordance with ARTIST'S stage diagram
- If stage is of temporary construction, three (3) sets of stairs are to be provided
- One staircase is to be positioned at upstage right corner of the stage.
- One staircase is to be positioned at upstage left corner of the stage.
- One staircase is to be positioned for closest access to the bus.
- ALL staircases are to have appropriate OSHA Approved safety systems in place including:
 - o Two (2) hand rails
 - o Adequate lighting
 - o Non Slip tread material
- Two (2) - 16' Long X 45" Wide ramps must be provided. These Ramps must have a capacity of 2500LBs EACH
- Unless pre-approved by ARTIST'S Production Manager, there will be no sharing of backline equipment.



EXISTING EVENT PRODUCTION WILL BE IN PLACE.

6) POWER REQUIREMENTS

The following AC power shall be made available for contracted sound and lighting companies:

- A. One (1) three-phase, 200 Amp per leg, 120/208 volt disconnect, with appropriate neutral and earth ground. This will be used to provide power to the touring lighting system. This service MUST be located within 100' of up stage right corner of stage. If distance is greater than 100' 4/0 feeder must be provided in the appropriate length.
- B. One (1) three-phase, 200 Amp, 120/208 volt disconnect, with appropriate neutral and earth ground. This source shall be on a different transformer from the lighting power source, or at least interaction between lighting dimmers and sound equipment, no equipment other than the contracted sound system shall derive power from this source. This service MUST be located within 100' of up stage left corner of stage. If distance is greater than 100' 4/0 feeder must be provided in the appropriate length.
- C. ARTIST'S Monitor world will require One (1) L21-30 electrical service for ARTIST'S production equipment.
- D. If ARTIST is not traveling with a power distro, Ten (10) separate and clean 20amp circuits are required as follows, each with a 20amp Edison Quad Box:
 - a. Five (5), 20 amp circuits are required on stage for lighting in the locations provided on the ARTIST stage plot.
 - b. Three (3), 20 amp circuits are required on stage for backline in the locations provided on the ARTIST stage plot.
 - c. One (1), 20 amp circuits is required in Monitor World.
 - d. One (1), 20 amp circuits is required at Front of House.
- E. Additionally we require one (1) 50A single phase 120/208 volt connections within 50 feet of our bus's. This will need to be utilized as "Shore Power" for the bus.

7) ELECTRICIAN

A licensed electrician shall be available to connect any and all AC power required by sound and lighting contractors. The electrician must remain onsite at all times. Said electrician must have spare fuses or the like to insure the safe and continuous power remains from load-in to load-out.

8) SOUND REQUIREMENTS

The provided loudspeaker system must be capable of evenly covering the entire audience area, including ample front fills (and out fills if necessary) with full bandwidth audio. There should be enough headroom to maintain an average SPL of 107 dB (A Weighted, Slow Response) at the front of house mix position with no audible distortion or compression. Individual control of Left/Right/Sub/Fills inputs is strongly preferred, fed from FOH. Michael Ray travels with a self-contained audio control package, including both FOH and Monitor consoles.

An Audio Technician with knowledge of the entire audio system is required for load in/load out, soundcheck and performance.

- A. Acceptable Loudspeakers (In order of preference) d&b audiotechnik

B. FOH Mix Position

We require an 8'W x 6'D footprint for our FOH audio console in a typical FOH location (i.e. near the center of the venue in front of the PA), as well as a cable path from the stage to the FOH mix position for our snake. If there is not a permanent barrier structure in place to keep crowd back from the gear, temporary barricade will need to be provided. This should be solid bike rack style fencing or better- Stanchion/rope style barrier will NOT be acceptable.

C. Monitor Mix Position

Monitor mix position to be Stage Left, with an unobstructed view of the entire stage, at a height of no more than FOUR (4) feet below the main stage deck.

- D. Two (2) Competent, skilled, and sober audio technicians with an excellent working knowledge of the provided sound system are required from the time the system is set up until our show has ended.
- E. ARTIST is supplying a complete Monitor and Front of House console package.



EXISTING EVENT PRODUCTION WILL BE IN PLACE.

9) LIGHTING REQUIREMENTS

We require a Lighting Director for the show that has a working knowledge of the local lighting rig.

The primary lighting system will be a high quality, professional system provided locally at Buyers sole expense. We are reliant on the local lighting rig for a portion of our stage lighting. As such, we expect it to be completely functional upon our arrival. A competent lighting technician must be furnished for the set up and focus of the system and system support from load-in until our show has ended. We are to have complete access to any manually focused fixtures ("house" focuses can and will be focused to Michael Ray's specification if needed).

The lighting system shall include the following:

- At least one hundred-twenty (120) 1K PAR64 lamps loaded with medium on the downstage truss and narrow components on the upstage truss. These lamps shall be truss mounted and split sixty (60) to each the upstage and downstage trusses.

On down stage truss:

- Downstage truss must contain at least Twelve (12) Leko style lighting fixtures for front light.

On up stage truss:

- Upstage truss must contain at least Ten (10) moving head Wash and Ten (10) moving head Spot type fixtures.

Dimming for this system should have no less than 96 channels of 2.4kW dimmers.

This system must be in perfect working order and be properly grounded.

A. Two (2) HIGH QUALITY SPOTLIGHTS

- (Lycian 1293-X3K or equivalent) with qualified operators.
- Each spotlight must have a separately fused circuit.
- Spot operators shall be made available to the lighting director and ARTIST'S Production Manager or Local Lighting Director at least Thirty (30) minutes prior to showtime.

B. INTERCOM SYSTEMS

One (1) intercom system between all lighting stations (L.D., spot ops, and dimmers)

C. BACK DROP TRUSS

- One Truss or pipe system at Four feet (40') Length located Three feet (3') upstage of the upstage lighting truss.
- This truss or pipe system must be able to reach a minimum trim height of Twenty-five feet (25') from the stage to the bottom of the truss or pipe system.
- This system should be able to be raised and lowered completely independently of the lighting truss systems.
- The weight of the back drop is approximatey 150 Lbs. evenly distributed across the entire 40' length.
- The back drop is a certified flame retardant (Fire certificate available).
- The back drop is NOT blow through material.
- A COMPLETELY clean (I.E. free of all dirt and debris) area the entire length of the drop directly below the area in which the drop hangs. Fresh unused poly sheeting preferred.

10) LABOR CALL AND SOUND CHECK

- A. BUYER or BUYER'S Representative must be present from the time of load-in through load-out.
- B. All equipment to be supplied by the purchaser must be available at the stage area at stage call.
- C. ARTIST and Staff shall have access to the stage for load-in at least six (6) hours prior to doors.
- D. BUYER will keep performance area clear of all people and objects not directly involved with the shows production.
- E. BUYER shall provide:
 - a. Four (4) stage hands (I.A.T.S.E.) for load-in and load-out. Some cases weigh in excess of 750 lbs- Please DO NOT provide anyone who is not in good physical condition.
 - b. ONE (1) fork lift capable of lifting 2500lbs. minimum. With qualified, licensed operator. (Not to be included in the 6 stage hand call)
- F. Load-in and Soundcheck times are to be set by artist's Production Manager.
- G. Michael Ray requires a ONE (1) Hour soundcheck, this soundcheck shall be closed to the public, soundcheck at least (2) Hours before the general admission doors open.



MICHAEL RAY

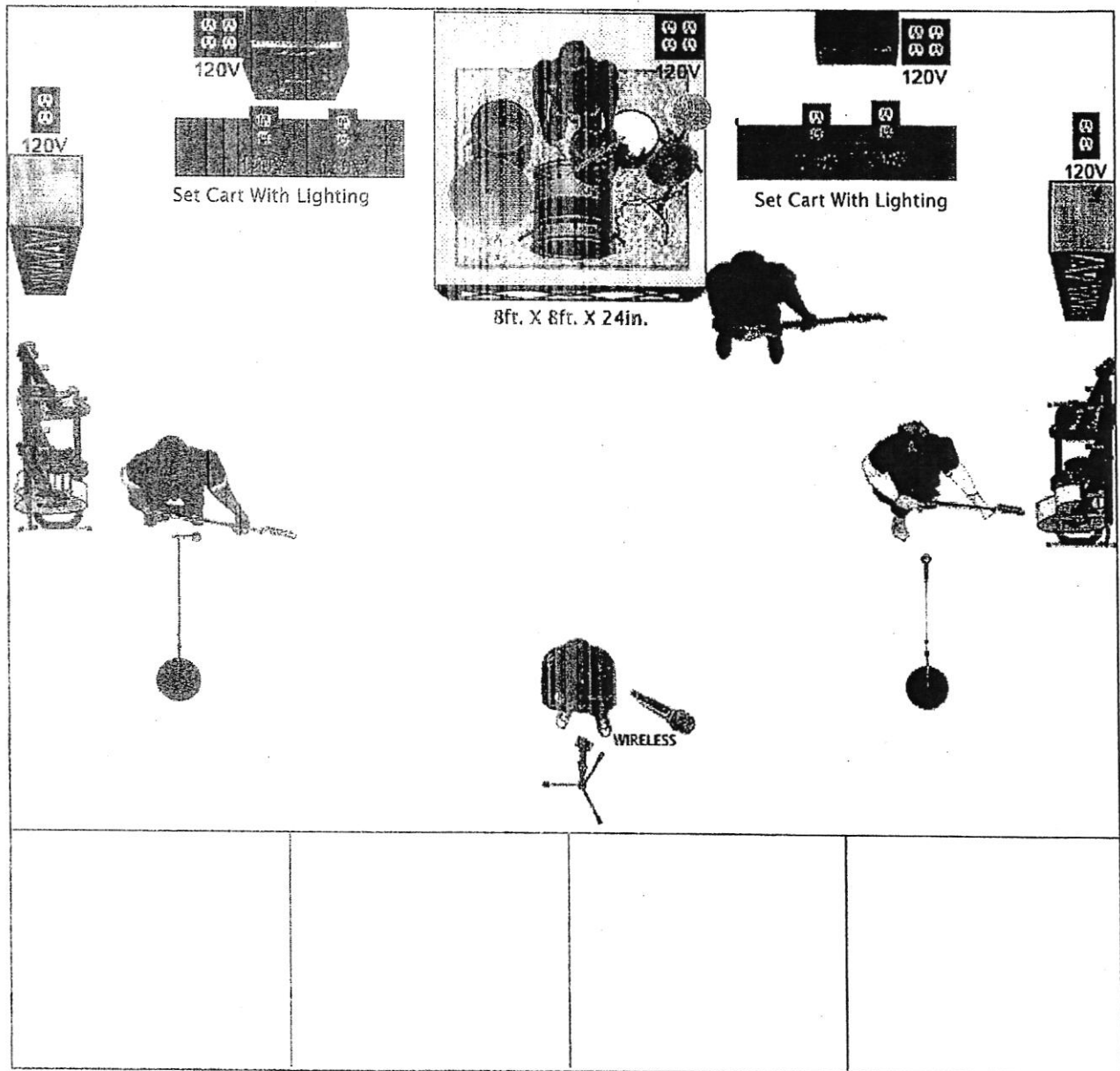
DAY OF SHOW CHECKLIST

- Runner available at load-in time
- Stage clear of local production/ venue cases and any risers removed – Clean stage upon arrival
- Comp tickets given to TM at time of arrival
- Bathroom backstage - At least a Portable Restroom Trailer (AC) if a full bathroom is not available
- Three (3) 10' W x 10' D Tents for FOH, Monitor World and Merchandise area if outside show
- Any autograph requests given to TM at arrival
- Parking marked off for One (1) bus with trailers (unless specified otherwise)
- Ramp to stage and/or forklift available at load-in time
- Four (4) Stagehands arrive at least 15 minutes before load-in and at least 15 minutes before load-out
- Stage Water and Towels - Delivered at Soundcheck time
- Catering - 8:00AM Breakfast - 12PM lunch and 5:00PM dinner – If ordering off menus please give TM menus at arrival
- Dressing Room stock delivered at Load-in
- Bus stock delivered at 1:00PM with Forty (40) lbs. of Ice for Bus and Twenty (20) lbs. of Ice for each dressing room
- Barricade separating bus from audience/ public – To Be Advanced
- Barricade around FOH Positions
- Visqueen/tarps on stage and ready if needed (If outside)
- Any PHOTOGRAPHERS OR VIDEO (venue, press or otherwise) please alert Tour Manager for proper MR credentials
- Towels in Dressing rooms at Arrival time
- If load-in route is not an even surface i.e. mud or dirt – plywood must be put down to ensure smooth load in
- Plywood provided for entire walkway from bus door to steps of stage if mud/dirt etc., is involved.
- Adequate stage/ side stage lighting for load-out – Distant lights are not an option – This is a safety concern for everyone involved.



MICHAEL RAY

2018 STAGE PLOT



Revised - 02/06/18

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INITIALS:



MICHAEL RAY

2018 INPUT LIST

| Splitter Channel | Source | Mo | Stage bo |
|------------------|--------------|-------------------|----------|
| 1 | Kick In | beta 91 | |
| 2 | Kick Out | beta 52 | |
| 3 | Snare Top | sm57 | |
| 4 | Snare Bottom | sm57 | |
| 5 | Snare 2 | sm57 | |
| 6 | High Hat | ksm 137 | |
| 7 | Rack Tom | e906 | |
| 8 | Floor Tom | e906 | |
| 9 | OHSL | ksm 32 | |
| 10 | OHSR | ksm 32 | |
| 11 | Drum TB | sm58 | |
| 12 | Bass | DI | |
| 13 | Click | | |
| 14 | Tracks Perc | | |
| 15 | Tracks Gtr | | |
| 16 | Tracks Keys | | |
| 17 | Tracks BGVs | | |
| 18 | Jeff Gtr 1 | Heil pr31 | |
| 19 | Jeff Gtr 2 | sm57 | |
| 20 | Jeff Acu | DI | |
| 21 | Dirty Bass | DI | |
| 22 | Stage TB | sm58 | |
| 23 | SL Vox | beta 58 | |
| 24 | SL Aud | AT 8035 | |
| 25 | Lucas Gtr 1 | Heil pr31 | |
| 26 | Lucas Gtr 2 | sm57 | |
| 27 | Mike Acu | | |
| 28 | Lucas TB | beta 58 / Hotshot | |
| 29 | SR Aud | AT 8035 | |
| 30 | N/A | | |
| 31 | N/A | | |
| 32 | N/A | | |
| 33 | N/A | | |
| 34 | N/A | | |
| 35 | Kyle Ears L | | |
| 36 | Kyle Ears R | | |
| 37 | Mike Vox | KSM 9 Wireless | |
| 38 | Spare Vox | KSM 9 Wireless | |
| 39 | Mon TB | sm58s | |

Revised - 02/06/18

INITIALS:



Revised - 02/06/18

14

INITIALS:



CONTRACT ADDENDUM

Producer: **SECOND MOUSE, INC.**
f/s/o JEFF FOXWORTHY

Buyer: **BOARD OF COUNTY COMMISSIONERS,**
CASCADE COUNTY, MT o/b/o THE MONTANA STATE FAIR

Performance Date: **FRIDAY, AUGUST 3, 2018**

Location: **FOUR SEASONS ARENA, GREAT FALLS, MT**

1. **CONFLICT WITH CONTRACT:** All terms of this Addendum shall supersede any conflicting terms in the Contract/Producer rider, solely to the extent of conflict.
2. **CANCELLATION:** There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.
3. **MERCHANDISING:** Except as may otherwise be stated in the agency-issued agreement ("Contract Face"), Producer shall pay twenty-five percent (25%) of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax and Producer shall provide all necessary sellers.
4. **RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION:** Except as may otherwise be stated on the contract face, Artist / Producer shall not perform publicly within a radius of 200 miles from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running until 45 days following the Performance Date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld. *Radius inclusive of Billings + Missoula, MT*
5. **SOUND LEVEL CONTROL:** It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. **THIS WILL BE STRICTLY ENFORCED.**
6. **MEET & GREET / MARKETING:** Subject to the terms of the Contract Face and Producer/Artist Rider, Artist agrees to conduct a meet & greet with no more than 30 individuals at a time convenient for Artist. The meet & greet will be well organized and run smoothly and quickly. Event may request up to 30 photos signed by Artist. Artist agrees to assist in promotions and marketing for the event as their schedule allows. Buyer may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Producer and Artist will limit on-site promotions to official Engagement sponsors and media partners, unless otherwise agreed. In the event Artist has any sponsorship and/or related obligations, Buyer and Producer will work in good faith to reasonably accommodate any such obligations without unduly interfering with Engagement sponsor and media partner rights.
7. **ADVANCE WITH BUYER:** Producer's representative shall contact **DARRELL OGG @ 406-590-4753**, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make reasonable efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall Buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.
8. **TAX & INSURANCE INFORMATION/PAYMENT:** Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy. Upon request, Producer shall provide proof of such insurance. Producer shall be responsible for paying all of its own applicable taxes or dues in connection with the compensation received from Buyer, including, but not limited to, any employment withholding tax, union dues, and pension plans. For clarification, Buyer shall remain responsible (as stated under the applicable law) for withholding any tax on the compensation paid from Buyer to Producer (e.g., Buyer shall withhold any non-resident entertainer tax). In the event the Producer contracts with Buyer as an individual, as opposed to a legal entity, Buyer will require a COI (Certificate of Insurance) as detailed in this paragraph. If Producer contracts directly as an individual, they acknowledge that they shall carry their own general liability and workers compensation insurance as required by law in order to perform at this event. Producer's failure to comply with any workers compensation obligation imposed on Producer by applicable law shall be considered a breach of this agreement and Purchaser may, as its sole right and remedy, cancel the engagement as a result thereof (subject to Producer's reasonable opportunity to cure same upon timely, separate, and written notice from Purchaser). Artist/Producer further acknowledges that they must provide a COI to Romeo Entertainment Group/Buyer within ten (10) days of written request by Buyer. For clarification, It is expressly understood and agreed that the parties hereto are acting as independent contractors with respect to one another and not as partners, co-venturers, joint venturers, employee-employer, agency or other affiliate relationship and, as such, neither party (including their respective contractors, agents, or employees) shall be eligible for the other's worker's compensation insurance benefits.
9. **CATERING:** All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within two weeks prior to the Performance Date.
10. **FORCE MAJEURE:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection therewith.

11. **INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.

12. **PERFORMANCE TIME:** Artist shall perform at the stage location as set forth in the Agreement. In the event of inclement weather or Buyer's scheduling or logistic difficulties, Buyer shall have the right to delay Artist's performance for a reasonable time period from the scheduled performance time set forth in the Agreement, subject to the approval of the Producer, which will not be unreasonably withheld (a "Delay"). In the event a "Delay" cannot be agreed upon despite reasonable efforts of both parties, Producer shall, nonetheless, remain entitled to the full Guarantee due under the Agreement.

In the event that a non-performance is due to Producer or Artist's negligence, any deposit or monies previously paid to Producer shall be refunded to Buyer within a reasonable time (unless the parties agree to apply any such amounts to a mutually agreed reschedule date) and Buyer and Producer/Artist shall engage in good faith efforts to determine a mutually approved reschedule time for the Engagement. In the event Buyer and Producer/Artist are unable to determine a mutually agreed rescheduled time, each party shall, have no further obligation in relation to the Engagement except pursuant to any payment obligations that may remain despite a non-performance (e.g., as set forth in paragraph fifteen (15) herein or as may be due, as a result of Purchaser's uncured material breach or to make Purchaser whole

for its financial costs to its Entertainment Consultant in the acquisition of Artist's performance hereunder.

In the event that a material delay (for clarification, not a "Delay") is due to Artist or Producer's sole negligence or intentional conduct, Buyer may be entitled to request a reduction in the Guarantee, provided that any grant of a reduction shall be dependent upon mutual agreement between all parties.

13. **LIMITED LIABILITY:** Buyer shall not be liable to Artist for any injury or damage to Artist or the Artist's equipment, unless such injury or damage is caused by the negligence or intentional conduct of Buyer, its agents, employees, contractors, or volunteers. Artist shall remove all of Artist's equipment and personal effects from the stage location and dressing rooms within a reasonable time following performance, unless prevented or prohibited from doing so through no fault of the Artist/Producer.

14. **INDEMNIFICATION:** Producer agrees to indemnify and hold harmless Buyer and Buyer's officers, agents and employees from any loss, damage, or expenses as a result of any third party claim for death, personal injury, or property damage where such claim is the direct result of Producer's or Artist's negligence or intentional wrongful act or omission (including reasonable outside attorneys' fees, expenses, and liabilities incurred in the defense of any such claims), where such claim is reduced to a final adverse judgment by a court of competent jurisdiction.

15. **PHOTOGRAPHY/TAPING:** Producer and Artist acknowledges that photography, videotaping and audio taping by the general public are impossible to completely control. Notwithstanding the foregoing, Buyer shall use reasonable efforts to prevent any professional grade or excessive recording (audio or video) and photography by the general public. The parties recognize the prevalent use of "smartphone" cameras and, subject to Buyer's obligations set forth herein, agree that such use shall not be deemed a breach of the Agreement.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

PRODUCER

BUYER

Jeff Foxworthy

Contract Rider

This agreement is entered into this day of _____, 2008 between SECOND MOUSE, INC f/s/o Jeff Foxworthy (hereinafter referred to as "ARTIST") and _____ (hereinafter referred to as PROMOTER) for the performance of said Artist.

DRESSING ROOM

1. Promoter agrees to supply suitable accommodations for the Artist. Said dressing room is not to be shared with any other individuals.

CATERING

1. Bowl of candy (go with chocolate/hershey's miniatures is a suggestion) and a selection of chips.
2. Coffee, Tea, bottled water, assorted sodas.

ACCOMMODATIONS

1. Promoter agrees to supply suitable accommodations for the Artist. One (1) bedroom suite plus one (1) regular room in a first class hotel to be supplied gratis to Artist.

GROUND TRANSPORTATION

1. Promoter agrees to supply ground transportation via Town Car to and from airport, venue and any and all promotional activities. within 30 miles of venue only.

LIGHTS, SOUND, AND STAGE EQUIPMENT

1. An adequate sound system consisting of two (2) wireless microphones (one (1) for back up) with removable heads. One adjustable single microphone straight stand with round or rectangular metal base (no legs) plus two (2) stage monitors.
2. Complete set of side wash stage lighting.
3. Promoter agrees to supply one (1) follow spot with an operator for each performance.
4. Promoter agrees to supply one (1) stool with no pad.
5. Ice water in glass to be set on stage.

BILLING

1. Where artist is headlining, Artist shall receive 100% headline ~~sole star~~ billing in all advertising and publicity, including but not limited to air time, newspaper and trade ads, flyers, posters, billboards, marquees, etc.
2. Artist shall have the right of approval of all press and publicity in regard to this engagement.

FORCE MAJEURE

SEE ADDENDUM # 10

1. Artist's obligation to furnish the entertainment unit referred to herein subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, act of God, riots, strikes, labor difficulties, epidemics, and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control.
2. ~~Provided Artist is ready, willing, and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of act of God, fire, accident, riot, strike or any event or events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.~~

INCLEMENT WEATHER

N/A - Indoor Show

Notwithstanding anything contained herein, inclement weather shall not be deemed a force majeure occurrence, and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by weather conditions. Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous, or unsafe.

MISCELLANEOUS:

1. The specific capacity, gross potential, and ticket price breakdown of the facility where Artist is to perform under this agreement must be clearly printed on the face of the contract that this agreement is attached to.
2. Purchase shall not commit Artist to any personal appearances, interviews, or any other type of promotion without the prior written consent of Artist or Artist's management. There shall be no press parties or appearances before a special group set up without the express permission of Artist.
3. No part, portion or segment of Artist's performance is to be reproduced, either through audio or visual means, without the express written permission of the Artist.
4. No rehearsal, sound check, or show music required.

5. Artist requires introduction: "Ladies and Gentlemen, Mr. Jeff Foxworthy"
6. Artist shall have the sole right of approval of any and all act, and length of time of performance when he is the headliner.

~~7. ARTIST SHALL HAVE THE RIGHT, UPON TWENTY (20) DAYS NOTICE TO CANCEL THE ENGAGEMENT IN THE EVENT ARTIST HAS BEEN RETAINED TO APPEAR IN ANY MOTION PICTURE, TELEVISION MOTION PICTURE, TELEVISION SERIES OR SPECIAL, AND/OR ANY LAS VEGAS TAOE, RENO, OR ATLANTIC CITY TYPE ENGAGEMENT.~~
SEE ADDENDUM # 5

8. Artist shall receive up to twenty (20) complimentary tickets if requested. In addition, Promoter is to donate twenty (20) tickets to a charity of their choice.

~~9. Corporate Identification/Corporate Sponsorship may not be displayed in any manner without prior written approval.~~

~~10. No complimentary tickets to be issued by the buyer without prior permission from Artist Management.~~

EXISTING SPONSORS

~~11. ABSOLUTELY NO ADVERTISING UNTIL FULL 50% DEPOSIT IS PAID, WITHOUT PRIOR WRITTEN APPROVAL FROM ARTIST MANAGEMENT.~~


12. Buyer must start advertising of this engagement no less than thirty (30) days prior to play date. The following credits must be used for any promotion for JEFF FOXWORTHY:

* MORE THAN 13 MILLION ALBUMS SOLD -- LARGEST SELLING COMEDIAN OF ALL TIME

13. Artist will be responsible for arranging his own travel.

14. Promoter agrees to notify Artist if engagement is to be a "Black Tie" affair upon Promoter's signing of the contract.

THE PARTIES WILL AFFIX THEIR SIGNATURES HERETO EVIDENCE THEIR AGREEMENT TO THE TERMS AND CONDITIONS HEREOF: *AS amended.*



PROMOTER

SECOND MOUSE, INC. f/s/o JEFF FOXWORTHY



Contract Rider 2018(updated 12/5/17)

Artist: Midland: Mark Wystrach, Cameron Duddy, Jess Carson

Management: Matt Graham
BRND MGMT
516.314.6784
mg@brndmgmt.com

Todd Ramey
Sandbox Management
3810 Bedford Ave Suite 200
Nashville, TN 37215
615.364.7755
todd@sandboxmgmt.com

**Tour/Production
Manager:** Rob Heacox
615.473.1332
tourdays@me.com

Publicist: Jake Basden
jake.basden@bmlg.net
Megan Brophy
Megan.brophy@bmlg.net

Booking Agency: Creative Artists Agency
c/o Brett Saliba
Brett.Saliba@caa.com
Phone: 615-383-8787

Business Management: Flood, Bumstead, McCready,
& McCarthy, Inc.
Duane Clark duane_clark@fbmm.com
Fred Ford Fred_Ford@fbmm.com
2300 Charlotte Ave Suite 103
Nashville, Tennessee 37203
phone: 615.329.9902
fax: 615.321.5074

MIDLAND -- MIDLAND TOURING, INC. CONTRACT RIDER
(Revised 12/5/17)

This rider is herewith attached to and made part of the contract dated _____ between Midland Touring, Inc. (herein referred to as "PRODUCER") f/s/o Midland (herein referred to as "ARTIST") and _____ (herein referred to as "PURCHASER").

All payments are to be made in the form of Cash, Certified Check, or Cashier's Check. A deposit in the amount of _____ is required upon the return of the contract to be made payable to _____.

Balance of monies due in the amount of _____ is to be made on demand by the Tour Manager. In the event balance is not paid in cash, please make certified or cashiers check payable to: Midland Touring, Inc.

There shall be thirty (30) complimentary tickets (in rows 10-20 center) for use by PRODUCER for each show that they perform available the day of show, in addition to any previously arranged tickets by Artists' Record Label, local radio stations, press, or Artist's Management Company.

~~THIS ENGAGEMENT IS NOT FIRM AND NO ADVERTISEMENT CAN BE DONE UNTIL THE CONTRACTS AND RIDERS ARE FULLY SIGNED AND EXECUTED.~~

PURCHASER WARRANTS THAT HE/SHE HAS THE RIGHT TO ENTER INTO THIS AGREEMENT AND IS OF LEGAL AGE TO DO SO.

INSURANCE AND INDEMNIFICATION

PURCHASER agrees to indemnify and hold harmless PRODUCER and ARTIST from any cause, action, protest, or claim raised in relation to his services performed herein.

1. PURCHASER shall provide workers compensation insurance for all of PURCHASER'S employees engaged in the Production and shall supply PRODUCER with a certificate of insurance evidencing such coverage ~~and naming PRODUCER and ARTIST as additional insured~~ with respect to any claims arising out of services rendered in connection with the Production.
2. PURCHASER shall obtain and/or maintain, or cause the owner of the venue to obtain and/or maintain, comprehensive public liability insurance, of no less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate, covering any damage or injury to third parties in connection with the Production, ~~naming PRODUCER and ARTIST as additional insured~~, and shall provide PRODUCER with a certificate of insurance evidencing such coverage. *upon request*

CANCELLATION

1. ~~PRODUCER maintains the right to cancel the engagement upon written notice to PURCHASER not less than thirty (30) days prior to date of event.~~
2. RAIN OR SHINE: In the event this show is not presented because of inclement weather and ARTIST is present and ready to perform, PURCHASER must pay ARTIST in full. *N/A Indoor Show*
3. FORCE MAJEURE: PRODUCERS obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, and means of transportation, Act Of God, riots, strikes, labor difficulties, epidemics, and any act or order of any cause, similar or dissimilar, beyond PRODUCER or ARTISTS control.

AS REQUIRED BY LAW

UNLESS SUCH IS DIRECTLY DUE TO NEGLIGENCE OF ACT OR ACTS AGENTS OR EMPLOYEES.

TAXES

THE ARTIST MAY BE SUBJECT TO LOCAL, STATE OR FEDERAL INCOME OR SIMILAR TAXES REQUIRED BY ANY GOVERNMENTAL AUTHORITY EXERCISING CONTROL OR TAXING AUTHORITY OVER THIS EVENT.

PURCHASER shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to PRODUCER shall be free of the same. The foregoing shall not apply to any Federal or State income taxes imposed by law on PRODUCER or ARTIST for Engagements Performed within the United States (unless otherwise stated in this Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT").

BILLING/ADVERTISING-PERFORMANCE

STILL NON-PROFESSIONAL PHOTOS PERMITTED BY AUDIENCE

NO RECORDING, TAPING, BROADCASTING, OR FILMING OF ARTISTS PERFORMANCES WILL BE PERMITTED WITHOUT AN EXPRESSED WRITTEN AGREEMENT WITH PRODUCER, RECORD LABEL, OR CREATIVE ARTISTS AGENCY. FINAL APPROVAL TO BE CLEARED BY ARTIST MANAGER.

1. **HEADLINE ACT:** Unless otherwise stated to the contrary in this contract, ARTIST shall receive ^{CO-}~~100% sole~~ headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. PRODUCER shall have approval over each of the foregoing. No other name or photograph shall (1) appear in equal or larger type with respect to size, thickness, boldness, or prominence than the type afforded ARTIST; nor (2) shall appear on the same line or above the name or likeness of ARTIST.
2. **SUPPORT ACT:** If this contract calls for ARTIST to perform as a support act, then ARTIST shall receive ~~100% special~~ ^{CO-Headline} billing in any and all advertisements and/or publicity including, but not limited to, stated in previous paragraph.

PRODUCER shall have approval over all advertising and promotions. If requested, PURCHASER agrees to use all ad mats, photographs, and other material provided by PRODUCER. Upon sell-out of an Engagement, PURCHASER shall promptly stop all advertising in connection therewith.

INTERVIEWS/PERSONAL APPEARANCES

1. For Publicity and Special Promotions, contact Artist Management for approval. All interviews (advance and/or on-site), press conferences, special promotions, or other publicity needs or requests involving Midland must be cleared prior to engagement through Artist Management. No One Else is Authorized for Approvals.
2. In the event this engagement will be presented, promoted, co-promoted, and/or sponsored by radio station(s), PURCHASER shall notify PRODUCER of any station playing this role prior to making the commitment for approval. PURCHASER shall coordinate with ARTISTS' MANAGER FOR APPROVAL.

LICENSES/PERMITS

PURCHASER shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any third party in connection with (1) the Engagement and (2) ARTIST'S/PRODUCER'S exercise of any rights granted herein. PURCHASER agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, PURCHASER shall provide PRODUCER with evidence of the foregoing; provided that PRODUCER'S failure to request or review same shall not be deemed a waiver of PURCHASER'S obligations or PRODUCER'S rights hereunder.

CREATIVE CONTROL-SOUND CHECK/SET LENGTH

TO BE MUTUALLY AGREED TO
BY ARTIST & BUYER

****To be discussed with Tour Manager during advance****

PRODUCER shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: Sound check, sound and lighting systems, choice of performers (including opening acts, master of ceremonies, and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, props, song selection, manner of performance, and any music, film, or video tape played to patrons at any time during the Engagement including prior to performance and during intermissions. ARTIST is guaranteed adequate time for sound check and a minimum, but not limited to, sixty (60) minute set.

INTERNATIONAL TRAVEL

****To be discussed with Tour Manager during advance****

If the Engagement is to be performed outside the continental limits of the United States, PURCHASER Agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable ARTIST, entourage and their equipment to enter and leave the country of the Engagement and for ARTIST and Artist's performers to render their services hereunder. PURCHASER shall cause the foregoing to be provided to PRODUCER (in writing) in a timely manner. To the extent PURCHASER requests any information or documents from ARTIST or PRODUCER in connection therewith, such requests shall be in writing and shall be made in a timely manner.

MERCHANDISING

****To be discussed with Tour Manager during advance****

PRODUCER shall have the sole and exclusive right, without obligation to any party, to sell and distribute ARTIST'S merchandise of any kind at the Engagement including, without limitation, merchandise containing the name, voice, likeness, and logo of ARTIST and any member thereof (collectively- "ARTIST'S MERCHANDISE"). Unless otherwise agreed to in writing, PRODUCER shall retain 100% of the gross receipts resulting from the sale of ARTIST'S MERCHANDISE.

75% on soft | 90% on recorded

PURCHASER shall provide, at its sole cost, well lit, securely covered, prime locations for vending including: lights, electric outlets, at least two (2) eight foot tables, and adequate display space. Upon request from PRODUCER, PURCHASER shall provide competent, well able bodies to vend ARTIST'S MERCHANDISING at no extra cost to ~~ARTIST~~.

PURCHASER shall, at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the venue.

No "Event Merchandise" can be produced using ARTIST'S name or likeness without **PRIOR APPROVAL IN WRITING BY ARTIST'S MANAGER.**

DRESSING ROOMS

PER ADVANCE

****To be discussed with Tour Manager during advance****

PURCHASER agrees to provide one (1) large room for ARTISTS and one (1) large room for the Band (2-Rooms Total). Both rooms shall be well-lit, clean, dry, heated and/or air conditioned with a shower, sink, toilet, AC outlets, and mirrors. Three (3) bath towels, three (3) hand towels, and a bar of soap are required in "ARTIST" room, and twelve (12) bath towels, twelve (12) hand towels, and soap are required in "Band Room".

Dressing rooms must be clean and ready for ARTIST'S use upon arrival time at venue. This must be a minimum of 2 hours prior to ARTIST's sound check time.

Dressing rooms must be capable of being locked with keys and presented to ARTIST'S Tour Manager upon arrival at venue. If locks are not available, upon tour managers request, a security guard must be present outside each room from the time of scheduled load-in until ARTIST has left the grounds.

SECURITY

PER ADVANCE

****To be discussed with Tour Manager during advance****

PURCHASER is solely responsible for providing security in connection with the Engagement. Accordingly, PURCHASER shall provide and pay for the adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, PRODUCER, ARTIST, (and each of their respective employees, agents, contractors, and equipment) and patrons.

PURCHASER shall guarantee security from thirty (30) minutes before scheduled load-in time until completion of load-out and any signing of autographs by ARTIST after show.

PURCHASER shall provide a secured parking area for ARTIST'S Tour Bus. Area should be easily accessible to venue load-in doors, dressing rooms, and stage with "shore-power" available. At least one (1)-uniformed security guard will be assigned to ARTIST'S vehicle from arrival on site until departure. This security guard will be assigned exclusively to this duty and not assigned any other second duty.

When ARTIST meets with their "Fan Club", PURCHASER shall designate and provide a secure backstage area that is clean, dry, well-lit, air conditioned and/or heated, and with adequate security (at least two (2) uniformed or T-shirted men) for the duration of this meet and greet. Time to be determined by Tour Manager.

When ARTIST signs autographs for the public, it is usually at the merchandise stands, and takes place after each performance. PURCHASER agrees to supply the same as aforementioned. Again, this also is to be determined by Tour Manager.

PURCHASER must also provide adequate security guards for the following:

1. Dressing room area from load-in through load-out.
2. Mixing consoles for sound and lights.
3. All entrances to the backstage area.
4. The auditorium including both sides and center of the stage.

All security personnel shall function at the direction of ARTIST'S Tour Manager and should be present for a meeting with him at least thirty (30) minutes prior to the opening of the venue doors to the public.

Backstage passes will be provided by ARTIST'S Tour Manager. No other passes will be valid during load-in, sound check, show time, performance, and load-out. All backstage passes and lists shall be subject to ARTIST'S Tour Manager's approval. No Other Passes Or Lists Shall Be Acceptable.

Hotels

Purchaser to provide Six (6) single hotel rooms for the band and crew as well as one (1) hotel room the bus driver the day of show. Hotel must be within short distance (15 mins) of venue when possible. Drivers room shall be available the morning of show on arrival at the venue. As most hotels have afternoon check ins, drivers room may need to be booked for the evening prior so it may be available when driver arrives in the morning. Please advance hotel rooms with tour manager before booking.

CATERING

PER ADVANCE

****To be discussed with Tour Manager during advance. Please note we have one member of our group that is gluten free****

PURCHASER agrees to provide the following catering needs at no cost to PRODUCER or ARTIST.

One (1) hot catered meal to accommodate Twelve (12) people upon arrival at venue.
This meal is to be considered-Lunch.

One (1) hot catered meal to accommodate Twelve (12) people at a time set by Tour Manager.
This meal is to be considered-Dinner.

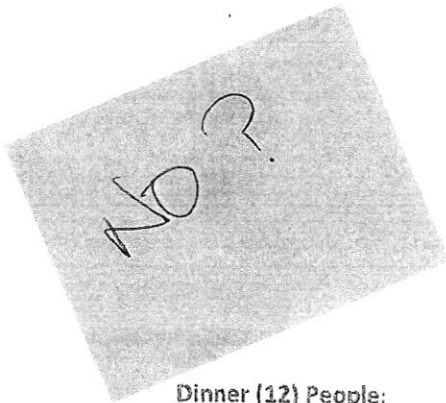
The following "suggested" menu requirements are:

Lunch (12) People:

Salad with assorted dressings (including low carb)
Soup or chili
Deli tray (consisting of turkey, roast beef, and assorted cheeses)
Bread loaves (wheat and white and gluten free)
Assorted condiments (including low carb)
Assorted soft drinks (including Dr. Pepper, Diet Mt. dew, Diet Coke)
Freshly brewed hot coffee and hot tea(cream, sugar, Splenda, honey)
Plenty of bottled spring water, gatorade, and assorted fruit juices
One (1) gallon non fat milk
Whole fresh fruit
Assorted Chips (Dorito's, Fritos's, Barbecue, ect)
One (1) bag kettle-cooked potato chips
One (1) bag Tostitos brand tortilla chips
(with salsa & cheese dip)
Enough plates, cups, forks, napkins, etc.

Dinner (12) People:

Fresh green salad with assorted dressings (including low carb)
Soup or chili
Rolls with butter
with
Grilled chicken, fish, pork
or
Beef-type meal
with baked potato
Assorted grilled or steamed green vegetables or
Homestyle Meal (meatloaf, roast beef, or chicken w/
Potatoes and green vegetables)
Several Choices of dessert
Whole fresh fruit
Assorted soft drinks (including Dr. Pepper, Diet Mt. dew, Diet Coke)
Freshly brewed hot coffee and hot tea(cream, sugar, Splenda, honey)
Plenty of bottled spring water, gatorade, and assorted fruit juices
One (1) gallon nonfat milk
All appropriate condiments with plates, silverware, and napkins
Also please include a bottle of your local favorite hot sauce.



Catering Buy-Out

PER ADVANCE

On such Engagements where facilities are deemed "inappropriate" for catered meals, PURCHASER agrees to provide, at his sole cost, a cash buy-out for each member of ARTIST'S entourage (10). Total amount will not be limited to \$550. This amount consists of a \$20.00 buy-out per Member for Lunch and a \$35.00 buy-out per member for Dinner.

All Meal Times To Be Approved By ARTIST Tour Manager Prior To Date Of Engagement.

DRESSING ROOM CATERING Please advance catering and times with Tour Manager prior to show day.

1. ARTIST shall receive in his respective dressing room: Please advance with Tour Manager before ordering.

- One (1) fruit tray (consisting of sliced assorted fruits)
- One (1) cheese and cracker tray (sharp cheddar, swiss, etc.) Kept cool
- One (1) vegetable tray with ranch dressing and humus
- One (1) Case Bottled Water-room temp
- Twelve (12) Sparkling Water (Pelegrino)
- One (1) bottle top shelf Tequila (Don Julio, Patron, Milagro, ect)
- One (1) bottle Titos Vodka
- One (1) bottle Jack Daniels
- One (1) bottle Pinot Grigio
- One (1) bottle Cabernet Wine (Hess, Stirling, Ect.)
- Forty Eight (48) Miller light or Modelo Beer, (iced down or refrigerated)
- Four (4) Sugar free Red Bull
- Six (6) Power Bars
- Six (6) Cliff Bars
- One (1) pack granola bars
- Six (6) Lemons cut into wedges or supplied with cutting board and knife
- Two (2) Limes cut into wedges or supplied with cutting board and knife
- One (1) bottle locally sourced honey
- Two (2) packs Spearmint gum
- One (1) pack toothpicks
- Decaf Hot tea throat coat
- Electric tea kettle
- Adequate amount of cups & ice, napkins, silverware, plates, ect.

**DRESSING ROOM FOOD, BUS FOOD &
AFTER SHOW FOOD NOT PROVIDED**

ALCOHOL NOT PROVIDED

2. Band shall receive in respective Dressing Room: Please advance with Tour Manager before ordering.

- One (1) large fruit tray (consisting of sliced assorted fruits)
- One (1) large vegetable tray with dip
- One (1) large bag of Tortilla Chips
- One (1) jar of Salsa
- One (1) large bag Fritos Scoop Corn Chips
- One (1) large bag of Doritos brand chips
- One (1-4 pack) Sugar Free Red Bull
- One (2/2) gallon orange juice
- Two (2) case bottled spring water
- One (1) case bottled Gatorade (orange, purple or cool breeze)
- One (1) case assorted soft drinks (Diet Coke, Coke, Dr. Pepper and Diet Mt. Dew)
- One (1) cases domestic bottled beer (Bud Light, Miller Light, Corona w/lime, Imported)
- One (1) bottle Titos Vodka
- One (1) bottle Jack Daniels
- Adequate amount of condiments, red Solo cups, and ice

Water &
ice provided.

Bus Catering

PURCHASER shall provide a small amount of "Bus Catering" 4 hours prior to ARTISTS final performance. Please advance with Tour Manager before ordering.

~~One (1) loaf White Wheat Bread
One (1) large jar peanut butter (creamy)
One (1) small jar jelly
One (1) box Granola Bars
One (1) gallon 1% milk
One (1) four pack Regular Red Bull Energy Drink
One (1) four pack Sugar-Free Red Bull Energy Drink
Two (2) case bottled spring water
Forty Eight (48) Miller light or Modelo Beer
One (1) large bag of Doritos Chips
One (1) large bag of Tostitos Brand tortilla chips (with spicy cheese dip)
40 Pounds of Ice~~

DRESSING ROOM FOOD, BUS FOOD &
AFTER SHOW FOOD NOT PROVIDED

ALCOHOL NOT PROVIDED

AFTER SHOW FOOD (Please advance with Tour Manager before ordering)

Suggestions:

~~Five (5) Large Pizza's (2 Supreme/1 Plain Cheese/2 Pepperoni-Sausage
or
Chicken Wings for twelve (12) people
or
An assortment of Sandwiches (enough for 15 people)
40 Pounds of Ice~~

INDEPENDENT CONTRACTOR

The relationship between PRODUCER and PURCHASER is that of an independent contractor. Accordingly, nothing in this contract is intended, nor shall it be construed to constitute the parties as a partnership, joint venture, employee/employer relationship, principle agent relationship or other relationship and neither party shall represent its self to third parties as such. PRODUCER and ARTIST shall not be liable in whole or in part for any obligation incurred by PURCHASER in carrying out its obligations hereunder.

RETURN OF CONTRACT

PURCHASER agrees to sign and return this Rider and Contract to PRODUCER'S agent, Creative Artists Agency, within ten (10) days from the issue date of the Contract; otherwise PRODUCER shall have the right to cancel the Engagement upon notice thereof without liability. PRODUCER'S failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period should not be deemed a waiver of PRODUCER'S right to cancel the Engagement at any time thereafter.

MODIFICATION/ ASSIGNMENT/MISCELLANEOUS

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement of the parties. Nothing in this Rider or Contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of ARTIST or the Engagement. Whenever there is any conflict between any provisions of this Rider and Contract and any law, rule

was amended

or regulation, said law, rule or regulation shall prevail, and this Rider and Contract shall be modified to the extent necessary to eliminate such conflict. This Rider and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

NOTICES/CONSENTS

All notices, consents, approvals and the like given in connection with this Rider and Contract shall not be effective unless contained in writing, signed by the party giving same.

PARAGRAPH HEADINGS

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

AGREED AND ACCEPTED BY:

AGREED AND ACCEPTED BY:

X

Purchaser

Vaqueros Galacticos, LLC

Date

Date

Midland-2018 TECHNICAL RIDER

PER ADVANCE

PURCHASER WILL PROVIDE "STATE OF THE ART" SOUND EQUIPMENT FOR PERFORMANCE. SOUND EQUIPMENT SHOULD ONLY BE PROVIDED BY PROFESSIONAL SOUND CONTRACTORS. ABSOLUTELY NO HOBBYISTS, MUSIC STORE PA'S OR OPENING ACT SYSTEMS. PURCHASER MAY OBTAIN A LIST OF PREFERRED AND ACCEPTABLE SOUND CONTRACTORS FROM ARTIST'S PRODUCTION MANAGER.

Producer/Artist reserves the option to use any and all of Artist's equipment when Artist is headlining. NO ASSUMPTIONS SHOULD BE MADE AS TO THE USE OF ARTIST'S AND/OR ARTIST'S BAND'S EQUIPMENT BY ANY OTHER ACTS. Producer or Producer's representative will determine the placement of any and all equipment owned by, placed on the stage by, or used by any and all opening acts. Purchaser shall ensure that the stage area is completely cleared of any and all equipment, except P.A. and lighting equipment, before Producer/Artist arrival.

DETAILS OF THE FOLLOWING TECHNICAL RIDER SHALL BE APPROVED IN ADVANCE WITH THE PRODUCTION MANAGER:

I. STAGE REQUIREMENTS

- A. THE STAGE: shall be of safe, solid construction and be level so as not to hinder free movement of equipment and personnel. Stage should be clear of any equipment not being used in conjunction with ARTIST's show.
- B. MINIMUM STAGE DIMENSIONS: 40' width x 32' depth x 5' height. In addition, a minimum work area of 12' x 8' x 5' is required both Stage Left and Right (wings). Illuminated steps to be placed both Stage Left and Stage Right and a Ramp placed at the rear of the stage. A Toe-Rail should run the outer edge of the Up, Left and Right sides of the Stage.
- C. THE ROOF: There shall be a minimum of 30' above the stage of clear space to hang lighting trusses at 30' from the stage to the bottom of said trusses. The roof of any stage must be secure and able to support the weight of the lighting system. Otherwise a ground support system, approved by ARTIST's Production Manager, must be provided.
- D. CONSOLE AREAS: A 16'w x 8'd space to be used in house area for house console and lighting console. This will be in house center approximately 75' from center of stage. In the event of festival style seating (no seats) or any situation impairing the sight-line from house mix position, RISERS must be provided for sound and lighting consoles.
- E. STAGE RISERS: 2 Risers, 8'x8'x2', should be carpeted, draped, level and stable and placed on stage. Dimensions and placement as the attached MIDLAND Stage Plot directs.
- F. OUTDOOR SHOWS: The following requirements pertain to Outdoor Shows:
 - 1. A Stage cover must cover complete stage, wings, and work areas at a height of 30 feet above stage. Cover shall be a professional seamless, waterproof roof.
 - 2. A House sound and lighting console covering must be 16' x 16' at a height of 8 feet above platform. In the event of a night show with no signs of rain, front of house covering should be removed.
 - 3. ~~An adequate supply of Visqueen must be made available in the event of rain.~~

- G. UNSAFE CONDITIONS: ARTIST shall have the right to refuse to perform if water is standing on stage or ARTIST otherwise deem performance conditions unsafe. Despite such refusal to perform, PRODUCER shall pay full contracted price as shown on the face of contract.

II. MINIMUM POWER REQUIREMENTS

PER ADVANCE

- A. SOUND POWER: 100 amps, 120 Volts per leg, single or three-phase service to supply sound power distro only. (Lighting and Sound cannot be on same service)
- B. LIGHT POWER: 400 amps, 120 Volts per leg, three-phase service that is used solely for lighting equipment.
- C. STAGE POWER: For ARTIST consisting of two (3) 30 amp, 120 volt services, terminating into three (6) professional quality quad boxes. Services to be supplied by sound power and positioned on stage according to attached MIDLAND Stage Plot.
- D. SHORE POWER: For two (2) 45' foot busses, consisting of a 50 amp, 120-volt service to be located within 30' feet of the bus parking. House electrician must be available to connect this service to ARTIST's equipment during load-in, and available to disconnect during load-out.
- E. GENERATOR POWER: If power is provided by Generator, two (2) separate generators must be provided for Lights and Sound separately. Generators must be properly grounded with adequate fuel for operation from Lighting Company's load-in till post show load-out. A qualified technician must be onsite for the entire duration of both generators use.

III. MINIMUM MANPOWER REQUIREMENTS

- A. HANDS: The ARTIST requires a minimum of Ten (10) able-bodied people to assist with the unloading, set-up, loading, etc. of ARTIST's production. Hands to be made available at production managers specific call times, and their services will be required from load-in through load-out. All labor must be sober at all times, free from alcohol, marijuana, and drug use. There must be at least one (1) forklift with operator available at load in and out. If union stage hands, or the like, are used, there must be at least eight (8) stage hands and four (4) loaders available at load in and out of the show. Should ARTIST be hanging lights or video, PRODUCER shall provide two riggers for both load in and load out with not cost to the ARTIST.
- B. ELECTRICIAN: One House electrician is required at load-in and load-out to connect and disconnect the PRODUCER and ARTISTS sound and lighting equipment and the ARTIST's shore power.
- C. TECHNICIANS: are to be provided at no cost to PRODUCER or ARTIST, including at least a lighting director and pre-show focus crew, and two (2) or more competent technicians for both house and monitor system. Technicians are to be available for load-in, soundcheck, performance and load-out. Technicians must be sober at all times, free of alcohol and drug use.
- D. LIGHT OPS: 2 follow spot operators are required from one-half hour prior to scheduled show time until the ARTIST show is concluded. In addition, 1 person to control house lighting. Spot and house light procedures are determined by ARTIST's Lighting Director if applicable.
- E. TRANSPORTATION: PURCHASER shall provide one (1) eight (8) passenger van or limousine with driver to be used for transportation of ARTIST, Band, and Crew at Tour Manager's request. Driver must be available all day from load in until completion of load out.

IV. MINIMUM MONITOR SYSTEM REQUIREMENTS

Contact PRODUCTION MANAGER before ordering monitor system. On days Midland travels in a bus, they will carry their own monitor package.

- A. MONITOR CONSOLE: 48 – channel mixing console for on-stage mix with 12 independent mixes and 4 auxiliary sends. Acceptable consoles include: Digidesign Profile or Venue, Midas, Digico, Yamaha digital. Any other console must have the approval of the Production Manager. Monitor mix position must be Stage left and at stage level with clear sight lines to stage.
- B. MONITOR ELECTRONICS: (6) Six, Shure PSM 1000 wireless ear monitors and two (2) PSM 600 hard wired personal ear monitor systems. In the event that personal ear monitors cannot be provided, monitor wedges must include a high quality 1/3 octave equalizer (all same brand and model) with appropriate 2 or 3 way crossover on each mix. One wireless ear system must be provided for Artist. Cue system must contain the same wedge, components and crossover as other mixes and be wired so that the operator has a post EQ signal of all 12 mixes.
- C. ON-STAGE MONITOR WEDGES (if necessary):
1. 10 professional bi-amped monitor wedges with single 12" woofers and single 2" horn.
 2. Amplification, for each wedge, to be no less than 650 watts (8 ohms) for low-end and no less than 125 watts (8 ohms) for the high end.
 3. A separate 3 – way drum fill must be provided, or a system consisting of a sub speaker box with either 2 x 15" or a single 18" and a bi-amped high powered wedge. With adequate power of no less than 1000 watts (8 ohms) minimum.
 4. All monitors must be able to provide clear, undistorted musical program of frequencies from 60 Hz – 16 kHz at (+ or – 3 dB) handling peak levels of 120 dB (c weighted) 5' from cabinet. For this reason, passive wedges are not acceptable.
 5. See attached MIDLAND Stage Plot monitor placement and configuration.
- D. OUTBOARD GEAR FOR MONITOR MIX POSITION:
SEE ATTACHED MIDLAND STAGE PLOT AND INPUT LIST: For positions of monitors, microphone specifications and configurations of system inputs. Sufficient microphones, direct boxes, stands, sub-snakes and cables are required to support all inputs, house and monitor needs for both ARTIST and opening acts separately.

V. HOUSE SOUND SYSTEM

PER ADVANCE

Please contact Production Manager before ordering FOH equipment.

- A. HOUSE CONSOLE: A FOH console with a minimum of forty-eight (48) channels is required. Separate console(s) will be needed for any other acts. Digidesign (Venue, Profile), Digico, Yamaha digital, and Midas digital consoles preferred and only those of similar professional quality will be accepted. Digital consoles are preferred. House mix output must be from matrix send, and sub send from an aux send. House Position must be 75' from stage, Slightly to the right of center with clear sight lines to entire stage. FOH engineer must have full control of all adjustments to PA.
- B. HOUSE ELECTRONICS: Should be set up in stereo with one stereo 1/3 octave equalizer and high quality crossover. Any center cluster, front fills or Subs should have a separate EQ and matrix send/Aux send. EQ's and crossover must be accessible to FOH engineer.
- C. SOUND SYSTEM: High quality horn loaded 3, 4, or 5 way line array sound system capable of providing clear, undistorted, evenly distributed sound throughout the venue. System must be able to sustain musical program of frequencies from 20 Hz to 20kHz (+ or – 3 dB) at a main level of 115 dB and handle peak levels of up to 110 dB, measured (c weighted) 75'-100' from front of stage. Subs must be set up on an auxillary output. Line array must be flown to cover venue adequately. Audio coverage of the venue will be at the responsibility of the hired audio company and Purchaser.

EXISTING EVENT PRODUCTION
WILL BE IN PLACE.

- D. **OUTBOARD GEAR FOR HOUSE MIX POSITION (only if a digital console is not provided):**
1. REVERBS: 4 high quality digital reverbs. (SPX 990, REV 5/7, LEX 480/224, PCM 70, SPX 2000, T-CM-1, M-3000/5000, ET-H 3000)
 2. DELAY: 1 digital delay (Roland SDE 3000 or 330, TCD2, 2290)
 3. COMPRESSORS: 10 channels of compression (Klark, BSS, DBX, or Drawmer)
 4. GATES: 6 channels of noise gates (Klark, Behringer, BSS, DBX, or Drawmer)
 5. RTA: 1 Real Time Analyzer Klark, Teknik DN60, or Goldline)
 6. CD PLAYER/BURNER: 1 CD player/burner patched to open matrix or aux send
- E. **AUDIO CLEAR-COM:** Two (2) positions of intercom, house mix position, and stage monitor mix position. Clear-com flasher must be at eye-level, visible to operator at each station. This system must be independent from the lighting intercom.
- F. **HOUSE SNAKE AND SPLIT:** House snake must be capable of sending stage inputs (48+) to house mix position and return sends to stage. Snake must be of a length (150'-250') to reach from stage to house mix by a path that meets house fire-code regulations. Splitter should have ground lift capabilities and at least 48 lines splitting to monitor console.
- G. **SOUND LEVEL MAXIMUMS:** House Engineer has the right to make decisions regarding appropriate Sound Pressure Levels at Sound check and during show. No HOUSE VOLUME MAXIMUM will be heeded without prior signed consent by Production Manager.

VI **LIGHTING REQUIREMENTS (currently Midland does not travel with an LD on staff)**

- A. **LIGHTING CONSOLE:** 60 channel lighting console with at least 3 scenes of pre-set and 3 separate programmable chases (GrandMA (preferred), Hog II, Hog III).
- B. **SIGHT LINES:** At ground level, console must be on a secure riser allowing an unobstructed clear view of the entire stage. Height must allow sightlines above persons standing in their seats.
- C. **THE LIGHTING SYSTEM:** Should consist of two (2) 40' box style trusses. Trusses must be secure and it's support system, whether chain motors or ground support, sufficient to lift and hold all lighting instruments and additional ARTIST provided lighting equipment and scenery. Moving lights must be at least 700 watt fixtures (Martin, Coemar, Vari-Lite, High end acceptable fixtures) Club or DJ grade lighting is not acceptable except in an installed manor where house lighting cannot be reasonably substituted or complimented.
- D. **TRUSS HANG AND TRIM:** The front truss shall be hung even with the downstage edge of the stage, the rear truss edge 30' from the downstage edge of the stage. Trim for both trusses shall be set at 30'-40' above stage. In addition, a Black Curtain or Black Backdrop is to be hung from upstage truss extending the length of the truss and from truss to stage.
- E. **INSTRUMENTS:** The following fixtures are to be provided by Production Company. LED and moving lights preferred.
1. FRONT TRUSS: a. Sixty (60) 1-kilowatt fixtures. b. Six (6) Leko's. c. Two (2) Mole lights.
 2. REAR TRUSS: a. Sixty (60) 1-kilowatt fixtures. b. Two (2) quad bars of ACL's & 2 individual.
 3. FLOOR MOUNTS: a. Two (2) quad banks of ACL's on stage beneath rear truss.
- F. **SPOTS:** Three (3) Super Troopers (Xenon) shall be provided solely for ARTIST's use. They shall be in good operating condition and placed in an elevated environment that must allow a clear sightline of entire stage above persons standing in their seats. All spot operators must be experienced, capable and sober.

EXISTING EVENT PRODUCTION
WILL BE IN PLACE.

G. LIGHTING CLEAR-COM: Six (6) positions of intercom (independent from audio clear-com)

1. Lighting Console
2. Dimmer Racks
3. House Lighting Controls
4. Spot Light Operator #1
5. Spot Light Operator #2
6. Spot Light Operator #3


EXISTING SYSTEMS/PLOTS: Venues with existing lighting systems may compromise above-mentioned lighting system. All changes with system/plot must be approved in advance by PRODUCTION MANAGER

PURCHASER/PRODUCTION COMPANY shall provide appropriate dimmer racks, cabling, rigging and focusing crew for PRODUCER/ARTIST'S equipment. Should ARTIST'S provide Lighting Director, he shall have Full Creative Control over All aspects of the Lighting System throughout the duration of ARTIST'S performance including House Lighting. Should Artist not have a lighting director, one competent, experienced lighting director shall be provided by lighting company and advised by Artists Production Manager.

VII. PURCHASER AGREES

- A. PURCHASER agrees that any sound and/or light companies, being independent or other, hired for Engagement shall be a professional, competent, and experienced production company with current quality equipment and properly insured for damage of equipment or personnel. It is understood that PURCHASER assumes full responsibility for any liability arising from physical/internal damage to equipment, life or limb. PURCHASER also agrees that any such damages are not the responsibility of the PRODUCER or ARTIST and his crew.
- B. RESPONSE REQUIRED: Any and all changes made to this Technical Rider by PURCHASER and/or any third parties directly involved with said Engagement (such as Production Companies) Must be provided in writing to ARTISTS' Management for approval no later than 30 days prior to date of Engagement.

AGREED AND ACCEPTED BY:
BY:



Purchaser

DATE

AGREED AND ACCEPTED

Vaqueros Galacticos, LLC

DATE

EXISTING EVENT PRODUCTION
WILL BE IN PLACE.

UNLESS SUCH IS DIRECTLY DUE TO
NEGLECT OF ACT OR ACT'S
AGENTS OR EMPLOYEES.

Midland Fly Rider 2018

When ARTIST is traveling by airplane, PURCHASER agrees to provide the following Backline Equipment at no cost to ARTIST. See production rider for all audio and lighting needs. All backline, audio, and lighting must be approved by Production Manager before being ordered.

N/A

AGREED AND ACCEPTED BY:
BY:

AGREED AND ACCEPTED

X

Purchaser

Midland Touring, Inc.

Date

Date

Midland Band Festival /Fly Backline

2018

N/A

All Backline Must Be Approved By Production Manager Before Ordering. No Substitutions without Production Managers Approval. Contact Production Manager for current backline equipment requirements.

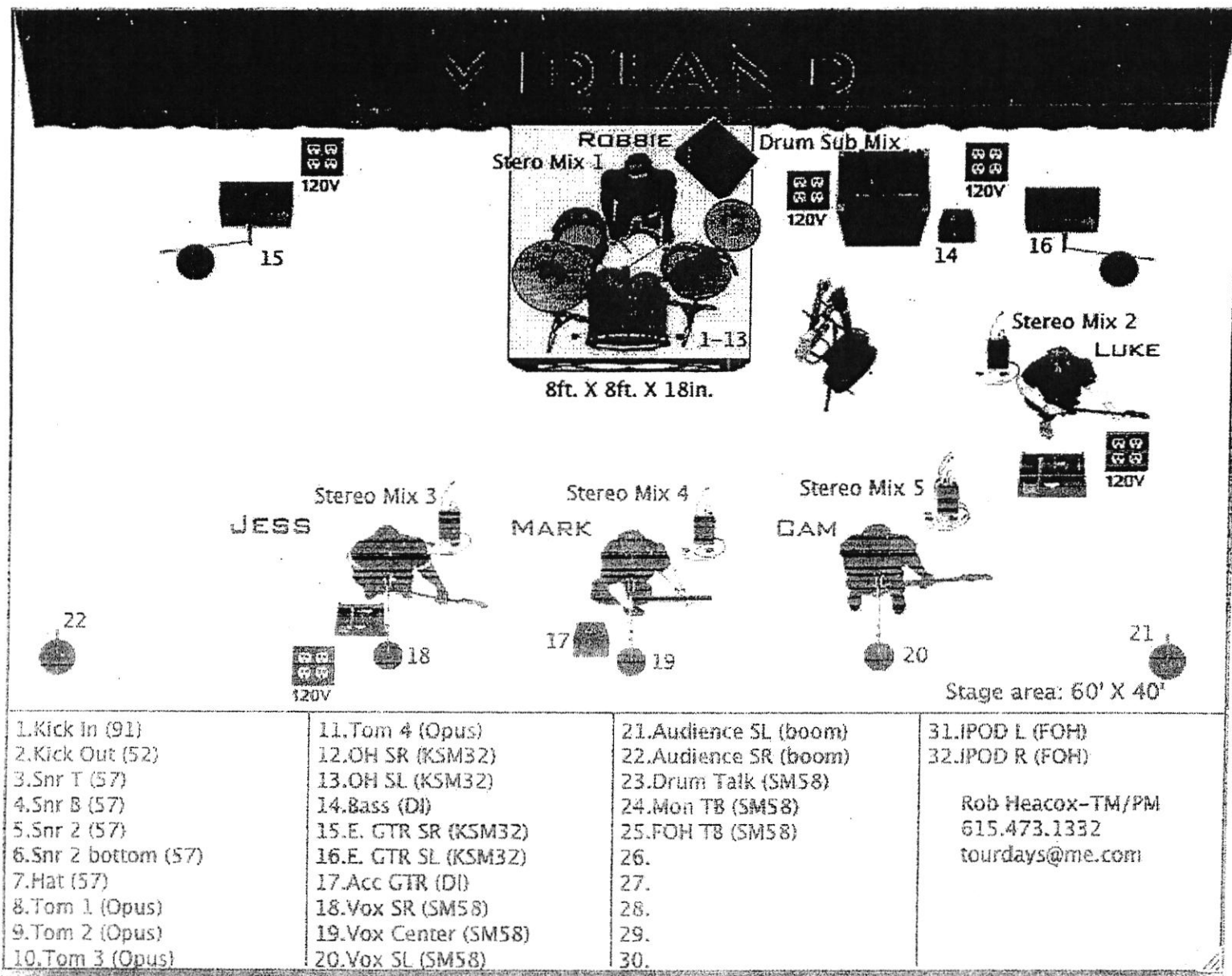
AUDIO EQUIPMENT

FOH:

Console: Digidesign Profile
Com to Monitor world

Mon:

Console: Digidesign Profile
Com to FOH
IEM: 8 stereo mixes, Shure wireless PSM 1000's IEMs.
Drum Sub, or throne thumper with Amp.
Mic: See input list
Mic Stands: See input list



MIDLAND Backline List

2018

(contact TM/PM Rob Heacox before putting in final order, tourdays@me.com
615.473.1332)

Drums:

1st choice: Tama Starclassic Maple 12 13 16 18 22x16
Remo coated Emperor Head top, coated Diplomat Bottom
Remo Powerstroke III, coated batter side, Remo Diplomat, coated resonant side

2nd choice: Ludwig Maple 12 13 16 18 22x16
Same heads

3rd choice: C&O Maple 12 13 16 18 22x16
Same heads

Snares: (2 snares, one in each list)

1st choice: 14x6.5 Tama Starclassic Maple snare

2nd choice: Ludwig Black Beauty 6.5x14
Remo CS Reverse Dot head

3rd choice: Pearl Jimmy Degrosso Signature Snare
Remo CS Reverse Dot head

4th choice: Tama Starclassic Maple 14x6.5
Remo CS Reverse Dot head

N/A

Cymbals:

1st choice: Sabian Artisan
22" med ride, 17" & 18" crashes, Sabian 20" HHX China 15" hats

2nd choice: Sabian HH
22" med ride, 17" & 18" med thin crashes, Sabian Crescent 20" China, 14" med hats

3rd choice: Zildjian
22" K ride, 17" & 18" dark crashes med thin, 20" China, 15" K light hats

Bass drum pedal:

1st choice: DW 9000

2nd choice: Pearl Powershifter

3rd choice: Tama Iron Cobra (standard felt beater, no tiny Tama beaters pls)

Drum Hardware:

Three double braced boom cymbal stands, one double braced hi hat stand, one drum throne (with thumper and amp if possible)

Guitar SL: (please bring two, one is a backup)

1st choice: Deluxe reverb

2nd choice: Vox AC30

3rd choice: twin reverb

-(1) guitar boat

-(5) individual Guitar Stands

-Assortment of 1/4" cables for amps and guitars

Guitar SR: (please bring two, one is a backup)

1st choice: Fender Vibro King

2nd choice: Fender Deluxe Reverb

3rd choice: Twin Reverb amp

(1) American Fender Telecaster Guitars

-(1) Pedal Tuner with 1/4" Cables

Bass:

1st Fender Bassman 100 amp with 6x10 cab

2nd Choice: Ampeg SVT Head w/Ampeg 8x10 cab

3rd Choice: Gallien Krueger 1001 rb-II w/Gallien Krueger 2 neo 4x10s

-(1) Fender P Bass American

-(1) Pedal Tuner with 1/4" Cables

N/A

CONTRACT ADDENDUM

Producer: SEETHER TOURING, INC.
f/s/o SEETHER

Buyer: BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MT o/b/o THE MONTANA STATE FAIR

Performance Date: SATURDAY, AUGUST 4, 2018

Location: FOUR SEASONS ARENA, GREAT FALLS, MT

1. **CONFLICT WITH CONTRACT:** All terms of this Addendum shall supersede any conflicting terms in the Contract/Producer rider, solely to the extent of conflict.
2. **CANCELLATION:** There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.
3. **MERCHANDISING:** Except as may otherwise be stated in the agency-issued agreement ("Contract Face"), Producer shall pay twenty-five percent (25%) of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax and Producer shall provide all necessary sellers.
4. **RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION:** Except as may otherwise be stated on the contract face, Artist / Producer shall not perform publicly within a radius of 200 miles from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running until 45 days following the Performance Date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld. *Radius inclusive of Billings & Missoula, MT*
5. **SOUND LEVEL CONTROL:** It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. THIS WILL BE STRICTLY ENFORCED.
6. **MEET & GREET / MARKETING:** Subject to the terms of the Contract Face and Producer/Artist Rider, Artist agrees to conduct a meet & greet with no more than 30 individuals at a time convenient for Artist. The meet & greet will be well organized and run smoothly and quickly. Event may request up to 30 photos signed by Artist. Artist agrees to assist in promotions and marketing for the event as their schedule allows. Buyer may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Producer and Artist will limit on-site promotions to official Engagement sponsors and media partners, unless otherwise agreed. In the event Artist has any sponsorship and/or related obligations, Buyer and Producer will work in good faith to reasonably accommodate any such obligations without unduly interfering with Engagement sponsor and media partner rights.
7. **ADVANCE WITH BUYER:** Producer's representative shall contact **DARRELL OGG @ 406-590-4753**, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make reasonable efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall Buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.
8. **TAX & INSURANCE INFORMATION/PAYMENT:** Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy. Upon request, Producer shall provide proof of such insurance. Producer shall be responsible for paying all of its own applicable taxes or dues in connection with the compensation received from Buyer, including, but not limited to, any employment withholding tax, union dues, and pension plans. For clarification, Buyer shall remain responsible (as stated under the applicable law) for withholding any tax on the compensation paid from Buyer to Producer (e.g., Buyer shall withhold any non-resident entertainer tax). In the event the Producer contracts with Buyer as an individual, as opposed to a legal entity, Buyer will require a COI (Certificate of Insurance) as detailed in this paragraph. If Producer contracts directly as an individual, they acknowledge that they shall carry their own general liability and workers compensation insurance as required by law in order to perform at this event. Producer's failure to comply with any workers compensation obligation imposed on Producer by applicable law shall be considered a breach of this agreement and Purchaser may, as its sole right and remedy, cancel the engagement as a result thereof (subject to Producer's reasonable opportunity to cure same upon timely, separate, and written notice from Purchaser). Artist/Producer further acknowledges that they must provide a COI to Romeo Entertainment Group/Buyer within ten (10) days of written request by Buyer. For clarification, It is expressly understood and agreed that the parties hereto are acting as independent contractors with respect to one another and not as partners, co-venturers, joint venturers, employee-employer, agency or other affiliate relationship and, as such, neither party (including their respective contractors, agents, or employees) shall be eligible for the other's worker's compensation insurance benefits.
9. **CATERING:** All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within two weeks prior to the Performance Date.
10. **FORCE MAJEURE:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection therewith.

11. **INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.

12. **PERFORMANCE TIME:** Artist shall perform at the stage location as set forth in the Agreement. In the event of inclement weather or Buyer's scheduling or logistic difficulties, Buyer shall have the right to delay Artist's performance for a reasonable time period from the scheduled performance time set forth in the Agreement, subject to the approval of the Producer, which will not be unreasonably withheld (a "Delay"). In the event a "Delay" cannot be agreed upon despite reasonable efforts of both parties, Producer shall, nonetheless, remain entitled to the full Guarantee due under the Agreement.

In the event that a non-performance is due to Producer or Artist's negligence, any deposit or monies previously paid to Producer shall be refunded to Buyer within a reasonable time (unless the parties agree to apply any such amounts to a mutually agreed reschedule date) and Buyer and Producer/Artist shall engage in good faith efforts to determine a mutually approved reschedule time for the Engagement. In the event Buyer and Producer/Artist are unable to determine a mutually agreed rescheduled time, each party shall, have no further obligation in relation to the Engagement except pursuant to any payment obligations that may remain despite a non-performance (e.g., as set forth in paragraph fifteen (15) herein or as may be due as a result of Purchaser's uncured material breach or to make Purchaser whole for its financial costs to its Entertainment Consultant in the acquisition of Artists performance hereunder.)

In the event that a material delay (for clarification, not a "Delay") is due to Artist or Producer's sole negligence or intentional conduct, Buyer may be entitled to request a reduction in the Guarantee, provided that any grant of a reduction shall be dependent upon mutual agreement between all parties.

13. **LIMITED LIABILITY:** Buyer shall not be liable to Artist for any injury or damage to Artist or the Artist's equipment, unless such injury or damage is caused by the negligence or intentional conduct of Buyer, its agents, employees, contractors, or volunteers. Artist shall remove all of Artist's equipment and personal effects from the stage location and dressing rooms within a reasonable time following performance, unless prevented or prohibited from doing so through no fault of the Artist/Producer.

14. **INDEMNIFICATION:** Producer agrees to indemnify and hold harmless Buyer and Buyer's officers, agents and employees from any loss, damage, or expenses as a result of any third party claim for death, personal injury, or property damage where such claim is the direct result of Producer's or Artist's negligence or intentional wrongful act or omission (including reasonable outside attorneys' fees, expenses, and liabilities incurred in the defense of any such claims) ~~where such claim is reduced to a final adverse judgment by a court of competent jurisdiction.~~

15. **PHOTOGRAPHY/TAPING:** Producer and Artist acknowledges that photography, videotaping and audio taping by the general public are impossible to completely control. Notwithstanding the foregoing, Buyer shall use reasonable efforts to prevent any professional grade or excessive recording (audio or video) and photography by the general public. The parties recognize the prevalent use of "smartphone" cameras and, subject to Buyer's obligations set forth herein, agree that such use shall not be deemed a breach of the Agreement.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

PRODUCER

BUYER

SEETHER

2018 AUDIO REQUIREMENTS

EXISTING EVENT PRODUCTION
WILL BE IN PLACE.

FOH PA System:

- PA system of the size and capacity to completely cover the venue and provide a CLEAN SPL level of 120 dB from 20 Hz to 20 kHz A-weighted and slow response at the FOH mix position.
- ***I WOULD LIKE ALL FOH PA PROCESSING TO BE AT THE FOH MIX POSITION AND OPEN TO THE FOH ENGINEER.***

FOH Console:

*I would really like a Digico SD8/ SD10 or higher with a Waves server.
I will provide software licences.
Input rack can be in monitor world with an analogue split and a BNC or CAT5 run to FOH.
If any tasty outboard like an Avalon 737, and a Distressor can be provided at minimal cost it would be appreciated.*

FOH MIX POSITION:

Next to the headliners console is fine. Within shouting distance of the systems tech is perfect.

MONITOR System:

We would appreciate a Yamaha M7CL.

We need to have provided;

4 pairs of matched wedges.

1 drum fill with sub.

We need 3 sets of shure IEM transmitter and receiver sets with combiner and paddels.

MONITOR CONTROL POSITION:

IS TO BE DOWN STAGE LEFT CLOSE TO THE S.L. SIDE FILL IN FULL VIEW OF THE STAGE. THE MONITOR POSITION CAN NOT BE HIDDEN FROM THE BANDS SIGHT.

SEETHER

2018 AUDIO REQUIREMENTS

Miscellaneous:

1. We also need a 8 by 12 foot drum riser ideally on wheels.
2. We require adequate crew for load in, load out and change over please.
3. Sound, lighting and backline must be powered from separate phrases and breaker, no sharing of power is appreciated.

If there are any questions or concerns please contact Seether production team.

SEETHER CONTACT INFO:

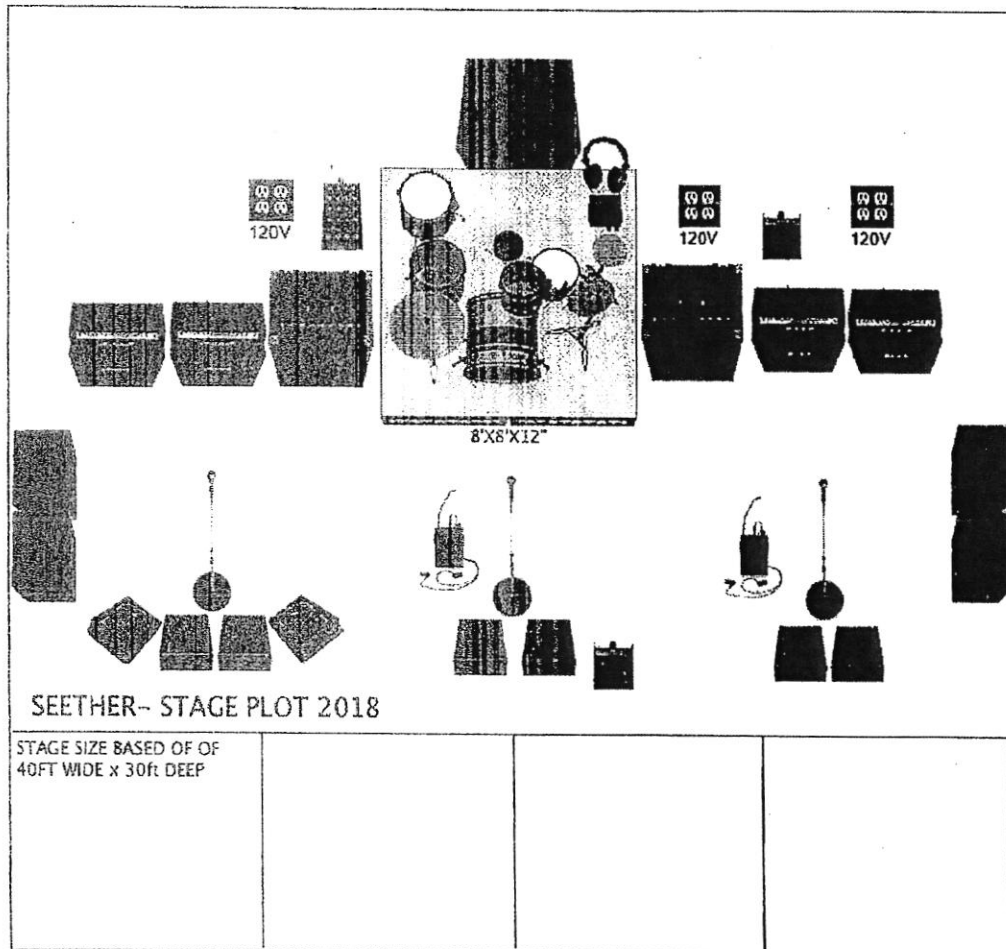
James Dunkley - PM/FOH Audio

Email: jdunkley@me.com

Mobile: +49 176 72689663

SEETHER

2018 AUDIO REQUIREMENTS



SEETHER

2018 AUDIO REQUIREMENTS

SEETHER INPUT LIST 2018

| CH | Instrument | Mic | Stand |
|----|-----------------|-----------------|-----------|
| 1 | Kick In | Beta 91 | none |
| 2 | Kick Out | Audix D6 | LP Claw |
| 3 | Snare Top | Dpa 2011C | LP Claw |
| 4 | Snare Bot | DPA 4099 | none |
| 5 | Hi Hat | NEUMANN 184 | LP Claw |
| 6 | Rack Tom | DPA 4099 | none |
| 7 | Floor Tom 1 | DPA 4099 | none |
| 8 | Floor Tom 2 | DPA 4099 | none |
| 9 | Ride | NEUMANN 184 | LP Claw |
| 10 | SR Oh | Dpa 2011C | Tall Boom |
| 11 | SL Oh | Dpa 2011C | Tall Boom |
| 12 | Bass DI Clean | ACTIVE DI | none |
| 13 | Bass DI Dirty | ACTIVE DI | none |
| 14 | SR Guitar Clean | MESA DI | none |
| 15 | SR Guitar Dirty | MESA DI | none |
| 16 | SL Guitar L | XLR | none |
| 17 | SL guitar R | XLR | none |
| 18 | SR Acoustic | ACTIVE DI | none |
| 19 | SR Vocal | SENNHEISER E835 | Tall Boom |
| 20 | Centre Vocal | SENNHEISER E835 | Tall Boom |
| 21 | SL Vocal | SENNHEISER E835 | Tall Boom |
| 22 | Spare Vocal | SENNHEISER E835 | |
| 23 | Ipod L | FOH | |
| 24 | Ipod R | FOH | |

CATERING:

SEE ADDENDUM # 9

We require a fully catered Lunch for (15), and Dinner for (15), not including local crew, Promoters, and building staff.

Please be aware we have (3) VEGANS in the touring party.

~~Our complete Catering rider, including dressing rooms is included in the full rider. Please contact Gary Notley 760-285-0327~~

~~garynotley1@gmail.com to review menus and prior to shopping for SEETHER Dressing rooms, we do not wish to be wasteful and may have some adjustments to the dressing room.~~

~~PLEASE PROVIDE 4 or 5 local menus to TOUR MANAGER at load in for after show food options. (PIZZA, SHAWARMA, HARD ROCK CAFE, LOCAL DINER)~~

DRESSING ROOMS/TOUR OFFICES:

PURCHASER agrees to provide the following:

PER ADVANCE

BAND DRESSING ROOM. Dressing room must be large enough to accommodate five persons and have a private toilet/shower, hot and cold running water, refrigerator (if possible) , **hardwired internet line**, electrical service (outlets). The room should have a table, couch and additional chairs.

PRODUCTION OFFICE. Room must be large enough to **PER ADVANCE** accommodate 2-3 working persons. The production office **MUST** have one hardwired high-speed internet line. The room must also have at least two tables, 3 chairs and two trashcans.

DRESSING ROOM FOOD, BUS FOOD &
AFTER SHOW FOOD NOT PROVIDED

ALCOHOL NOT PROVIDED

SEETHER

2018 FULL HOSPITALITY LIST

- 1x 750ml BOTTLES OF TITOS VODKA (ABSOLUTE IF NO TITOS)
- 1x 750ml BOTTLE OF JAMESON CASKMATES WHISKEY
- 2x cases [48 CANS] OF LOCAL BEER CANS (NO IPA)
- 8x CASES OF BOTTLED SPRING WATER (NO STORE BRAND, DISTILLED WATER, DRINKING WATER, AQUAFINA, DISANI, or CASINO BRANDS)
- 4X GATORAIDE G2 GRAPE
- 1x PK OF 16oz SODA WATER (INDIVIDUAL SIZE)
- 6 PK COKE ZERO CANS (COKE LIGHT IF ZERO NOT AVAILABLE)
- 1 KG OF WHOLE BEAN GOOD QUALITY COFFEE SHOWS or 24 K-KUPS (CARIBOU or DONUT SHOP BRAND)
- 1x LG BAGS OF NACHO CHEESE DORITOS
- 1x LG BAGS OF LAYS POTATO CHIPS PLAIN, and SALT AND VINEGAR
- 1x BOX of QUEST BARS (SMORES OR COOKIES AND CREAM FLAVOR)
- 1X BOTTLE OF TABASCO SAUCE

~~1x LG PKS OF BABY WIPES~~

~~1x PUMP HAND SANITIZER (WEDNESDAY, SATURDAY SHOWS ONLY)~~

~~2x SLEEVES OF 16oz SOLO CUPS~~

~~2x SLEEVES OF 16oz HOT CUPS *WITH LIDS*~~

~~ASSORTED- PAPER PLATES, PAPER BOWLS and HEAVY-DUTY
UTENSILS CUTTING BOARD + SHARP KNIFE~~

~~LOTS OF FRESH CLEAN ICE~~

~~12x BLACK HAND TOWELS~~

~~20x BATH TOWELS~~

CONTRACT ADDENDUM

Producer: **EMPERORS OF SOUL, INC.**
f/s/o THE TEMPTATIONS

Buyer: **BOARD OF COUNTY COMMISSIONERS,**
CASCADE COUNTY, MT o/b/o THE MONTANA STATE FAIR

Performance Date: **TUESDAY, JULY 31, 2018**

Location: **FOUR SEASONS ARENA, GREAT FALLS, MT**

1. **CONFLICT WITH CONTRACT:** All terms of this Addendum shall supersede any conflicting terms in the Contract/Producer rider, solely to the extent of conflict.
2. **CANCELLATION:** There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.
3. **MERCHANDISING:** Except as may otherwise be stated in the agency-issued agreement ("Contract Face"), Producer shall pay twenty-five percent (25%) of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax and Producer shall provide all necessary sellers.
4. **RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION:** Except as may otherwise be stated on the contract face, Artist / Producer shall not perform publicly within a radius of 200 miles from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running until 45 days following the Performance Date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld. *Radius Inclusive of Billings + Missoula, MT.*
5. **SOUND LEVEL CONTROL:** It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. **THIS WILL BE STRICTLY ENFORCED.**
6. **MEET & GREET / MARKETING:** Subject to the terms of the Contract Face and Producer/Artist Rider, Artist agrees to conduct a meet & greet with no more than 30 individuals at a time convenient for Artist. The meet & greet will be well organized and run smoothly and quickly. Event may request up to 30 photos signed by Artist. Artist agrees to assist in promotions and marketing for the event as their schedule allows. Buyer may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Producer and Artist will limit on-site promotions to official Engagement sponsors and media partners, unless otherwise agreed. In the event Artist has any sponsorship and/or related obligations, Buyer and Producer will work in good faith to reasonably accommodate any such obligations without unduly interfering with Engagement sponsor and media partner rights.
7. **ADVANCE WITH BUYER:** Producer's representative shall contact **DARRELL OGG @ 406-590-4753**, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make reasonable efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall Buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.
8. **TAX & INSURANCE INFORMATION/PAYMENT:** Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy. Upon request, Producer shall provide proof of such insurance. Producer shall be responsible for paying all of its own applicable taxes or dues in connection with the compensation received from Buyer, including, but not limited to, any employment withholding tax, union dues, and pension plans. For clarification, Buyer shall remain responsible (as stated under the applicable law) for withholding any tax on the compensation paid from Buyer to Producer (e.g., Buyer shall withhold any non-resident entertainer tax). In the event the Producer contracts with Buyer as an individual, as opposed to a legal entity, Buyer will require a COI (Certificate of Insurance) as detailed in this paragraph. If Producer contracts directly as an individual, they acknowledge that they shall carry their own general liability and workers compensation insurance as required by law in order to perform at this event. Producer's failure to comply with any workers compensation obligation imposed on Producer by applicable law shall be considered a breach of this agreement and Purchaser may, as its sole right and remedy, cancel the engagement as a result thereof (subject to Producer's reasonable opportunity to cure same upon timely, separate, and written notice from Purchaser). Artist/Producer further acknowledges that they must provide a COI to Romeo Entertainment Group/Buyer within ten (10) days of written request by Buyer. For clarification, it is expressly understood and agreed that the parties hereto are acting as independent contractors with respect to one another and not as partners, co-venturers, joint venturers, employee-employer, agency or other affiliate relationship and, as such, neither party (including their respective contractors, agents, or employees) shall be eligible for the other's worker's compensation insurance benefits.
9. **CATERING:** All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within two weeks prior to the Performance Date.
10. **FORCE MAJEURE:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection therewith.

11. **INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.

12. **PERFORMANCE TIME:** Artist shall perform at the stage location as set forth in the Agreement. In the event of inclement weather or Buyer's scheduling or logistic difficulties, Buyer shall have the right to delay Artist's performance for a reasonable time period from the scheduled performance time set forth in the Agreement, subject to the approval of the Producer, which will not be unreasonably withheld (a "Delay"). In the event a "Delay" cannot be agreed upon despite reasonable efforts of both parties, Producer shall, nonetheless, remain entitled to the full Guarantee due under the Agreement.

In the event that a non-performance is due to Producer or Artist's negligence, any deposit or monies previously paid to Producer shall be refunded to Buyer within a reasonable time (unless the parties agree to apply any such amounts to a mutually agreed reschedule date) and Buyer and Producer/Artist shall engage in good faith efforts to determine a mutually approved reschedule time for the Engagement. In the event Buyer and Producer/Artist are unable to determine a mutually agreed rescheduled time, each party shall, have no further obligation in relation to the Engagement except pursuant to any payment obligations that may remain despite a non-performance (e.g., as set forth in paragraph fifteen (15) herein or as may be due as a result of Purchaser's uncured material breach, or to make Purchaser whole for its financial costs to its Entertainment Consultant in the acquisition of Artists performance, hereunder.)

In the event that a material delay (for clarification, not a "Delay") is due to Artist or Producer's sole negligence or intentional conduct, Buyer may be entitled to request a reduction in the Guarantee, provided that any grant of a reduction shall be dependent upon mutual agreement between all parties.

13. **LIMITED LIABILITY:** Buyer shall not be liable to Artist for any injury or damage to Artist or the Artist's equipment, unless such injury or damage is caused by the negligence or intentional conduct of Buyer, its agents, employees, contractors, or volunteers. Artist shall remove all of Artist's equipment and personal effects from the stage location and dressing rooms within a reasonable time following performance, unless prevented or prohibited from doing so through no fault of the Artist/Producer.

14. **INDEMNIFICATION:** Producer agrees to indemnify and hold harmless Buyer and Buyer's officers, agents and employees from any loss, damage, or expenses as a result of any third party claim for death, personal injury, or property damage where such claim is the direct result of Producer's or Artist's negligence or intentional wrongful act or omission (including reasonable outside attorneys' fees, expenses, and liabilities incurred in the defense of any such claims) ~~where such claim is reduced to a final adverse judgment by a court of competent jurisdiction.~~

15. **PHOTOGRAPHY/TAPING:** Producer and Artist acknowledges that photography, videotaping and audio taping by the general public are impossible to completely control. Notwithstanding the foregoing, Buyer shall use reasonable efforts to prevent any professional grade or excessive recording (audio or video) and photography by the general public. The parties recognize the prevalent use of "smartphone" cameras and, subject to Buyer's obligations set forth herein, agree that such use shall not be deemed a breach of the Agreement.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

PRODUCER

BUYER

The Legendary Temptations Technical Rider

2018

On behalf of The Temptations, we are sending the following information to start the process to advance our upcoming show. We sincerely look forward to working with you and having a successful show at your venue.

| | Contact Person | Cell Number | Fax Number | Email |
|-------------------------------|-----------------------------------|--------------|---|--|
| Management: Star Direction | Shelly Berger / Jasmun Freeman | 310.271.7186 | 310.550.8471 | stardirection@sbcglobal.net |
| Booking: ICM Talent | Steve Levine | 310.550.4436 | 310.248.4673 | slevine@icmpartners.com |
| Tour Management: | Derrick Porter | 818.261.5048 | | emperorsofsoul@gmail.com |
| Production Management: | Mark Lieberman | 765.238.8323 | | mslguitar@yahoo.com |
| Musical Director: | Donn Wyatt | 818.331.8511 | | tlbmmusic@gmail.com |
| Merchandise: | Adrian Williams | 734.837.7996 | *Mr. Williams may need to use Venue supplied sellers. Please provide contact person. | adrianwilliams@yahoo.com |
| *Show Advance Contact* | Derrick Porter | 818.261.5048 | | emperorsofsoul@gmail.com |

AIR TRAVEL (if applicable):

If air travel is included in agreement, please contact us as soon as possible. ALSO: If Immigration information is needed, please supply us with a contact person.

AIRPORT GROUND TRANSPORTATION REQUIREMENTS:

TWO (15) Passenger Vans with dedicated drivers.

PER ADVANCE

ONE (1) Cargo Van, with driver, if applicable.

We will advise you of our arrival information as well departure as soon as possible.

Normal Ground Transportation Schedule is as follows:

All subject to change depending on production schedule

****Transportation Needed to and from Airport on all fly dates.****

Airport Pick-up sign to read

DERRICK PORTER GROUP

*within 30 miles of venue
only.*

| | | |
|----------|----------------|--|
| 11:30 pm | Hotel to Venue | Production Manager & Musical Director |
| 3:30 pm | Hotel to Venue | Band for sound check, Wardrobe tech. |
| 5:00 pm | Hotel to Venue | Billy Bannister w wardrobe / 6 large suitcases |
| TBA | Hotel to Venue | SINGERS - 75 minutes BEFORE SHOWTIME |
| TBA | Hotel to Venue | Band - 60 minutes BEFORE SHOWTIME |

POST SHOW TRANSPORTATION: depending on distance to venue from hotel

20 Minutes after show TEMPTATIONS to Hotel

30 Minutes after show Band to Hotel

45 Minutes after show Production, MD, Wardrobe to Hotel

DAY OF SHOW PRODUCTION SCHEDULE:

Please contact **Mark Lieberman -- Production Manager** to advance all show details and production requirements. 765.238.8323 or mslquitar@yahoo.com

HORN CONTRACTOR INFORMATION:

Please have your Horn Contractor contact:

Musical Director

Donn Wyatt

818.331.8511

tlbmusic@gmail.com

He will have the details regarding these specifics.

TEMPTATIONS ROOMING LIST

| TAG # | NAME | ROOM # |
|-------|------------------|--------|
| 12 | Charles Williams | |
| 8 | Donn Wyatt | |
| | Selton Cole | |
| | Michael Norfleet | |
| 24 | Theron Derrick | |
| 21 | Mark Lieberman | |
| N/A | Jonas Tech | |
| N/A | Tour Bus Driver | |

| TAG # | NAME | ROOM # |
|-------|--------------------|--------|
| 1 | Otis Williams | |
| 2 | Ron Tyson | |
| 3 | Terry Weeks | |
| 4 | Larry Braggs | |
| 5 | Willie Greene, Jr. | |
| 7 | Derrick Porter | |
| 6/18 | Billy Bannister | |

SETTLEMENT:

We prefer to have the balance at settlement be paid in CHECK, (and to have the option of cashing the check with Casino/Hotel Cashier if the situation warrants. Note: This includes the reimbursement for backline expense. Please inform us on any requirements.

COMP TICKETS / MEET & GREET:

Please reserve twenty-five (25) Complimentary tickets for the exclusive use of The Temptations.

The Temptations prefer to have their Meet & Greet approximately fifteen (15) minutes prior to their segment of the show for no more than ~~twenty (20)~~ people. This enables them to be in their stage attire for all photos.

thirty (30) per Advance

Thank you in advance for all of your assistance & cooperation with putting this show together. With your help, we plan to have an amazing performance.

Sincerely,

Derrick Porter
V.P. of Emperors
of Soul Inc.
818-261-5048
emperorsofsoul@gmail.com

STAR DRESSING ROOMS:

PER ADVANCE

Purchaser agrees to provide THREE (3), first class dressing rooms for Artist PLUS ONE Production room for a production office (FOUR ROOMS TOTAL) as follows:

- One (1) First Class Dressing room for Temptations Singers (6 People)
- One (1) First Class Dressing room for Artist's & Musical Band (7 People)
- One (1) Dressing room for the locally hired horn players (10 People)
- One (1) Production office for Temptation's Manager & Crew

All rooms must be available at least eight hours prior to show for set-up.

DR #1-Artist Dressing Room to be supplied with the following:

- A. Twenty four (24) large white terrycloth towels & 24 dark hand towels
- B. Make-up table(s) w/mirrors and five (5) chairs
- C. Two (2) full length mirrors
- D. Hot and cold running water
- E. Shower facilities
- F. Adequate electrical outlets to run clothes steamer
- G. Properly functioning heating and air conditioning
- H. Private adjoining lavatory facilities
- I. Secure storage for six (6) large wardrobe cases
- J. Clothes rack to accommodate twenty five (25) suits and shirts

DR #1- Food and beverage:

- A. One (1) case of assorted soft drinks
- B. One (1) Large Blue Gatorade
- C. One Small Blue Gatorade
- D. One (1) large Orange Gatorade
- E. Eight (8) bottles/cans of Arizona Ice Tea (Diet Green Tea w/ Ginseng and Honey)
- F. Three (3) bottles of Snapple Ice Tea (Diet Peach)
- G. Three (3) XXX (Blueberry) Vitamin Waters
- H. One Energy (Yellow) Vitamin Water
- I. Three (3) bottles of 5 HOUR Energy Drink
- J. Tray of 24 chicken drumettes
- K. One (1) fresh fruit tray
- L. Six (6) whole bananas
- M. Finger sandwiches on wheat bread: (chicken salad) enough for 10 people.
- N. Assorted fruit juices, sodas, coffee set up, herbal teas, honey, milk, condiments, and cups
- O. Twenty four (24) bottles of Large FIJI water. Room Temp
- P. Twenty four (24) bottles of Small FIJI water. Room Temp
- Q. Two large containers of ice (crushed or cubed), restaurant "bus-tub" style

DRESSING ROOM FOOD, BUS FOOD &
AFTER SHOW FOOD NOT PROVIDED

PER ADVANCE

DR #2 - Musical Director & Band Dressing Room:

- A. Twelve (12) large white terrycloth towels.
- B. Eight (8) chairs and clothing racks for eight (8) suits and shirts
- C. Two (2) full length mirrors
- D. Private lavatory & shower facilities
- E. Adequate heating, air conditioning and electrical outlets
- F. Lockable doors to provide a secure area for personal items

DRESSING ROOM FOOD, BUS FOOD &
AFTER SHOW FOOD NOT PROVIDED

DR #2 - Food & beverage:

- A. Twenty four (24) 16-ounce size bottles of water
- B. ~~One (1) case of assorted Faygo Fruit Sodas (25% diet). IF THIS BRAND ISNT AVAILABLE, SUBSTITUTE CRUSH PRODUCTS.~~
- C. Large assortment of fruit drinks
- D. 6 Red Bull energy Drinks
- E. Tray of assorted FRESH deli meat, breads, cheeses & fruit and condiments.
- F. One (1) tray (24 pieces) of chicken drumettes hot wings w/ celery & blue cheese dressing
- G. Crushed or cubed ice
- H. Adequate amounts of cups, napkins and condiments

DR #3 - Production/Management Dressing Room: IF AVAILABLE

MUST be private lockable room with a telephone & Internet for the exclusive use of Manager & Crew

- A. Desk/ table with at least 4 comfortable chairs
- B. Private lavatory
- C. Lockable doors
- D. Wireless Internet access as well as 110v electrical power
- E. Four protein drinks. (Muscle Milk if available)
- F. Tea & coffee station

DR#4- Local Horn Players Dressing Room food & beverage:

- A. Twenty-four (24) bottles of water on ice
- B. Twelve (12) hand towels

All Dressing room hospitality items should be set-up in all rooms ninety (90) minutes prior to show time; and not removed until The Temptations depart the building.

TEMPTATIONS - CATERING

Please contact Tour Manager to advance all meals and times.

SEE ADDENDUM
SEE ADDENDUM # 9

Breakfast (if applicable): Please have cereals, juice, coffee & donuts

Lunch: TBA (between noon and 1pm)

Dinner: 5:00pm or TBA

A hot meal for 20 people with main entrée, salad, vegetable, dessert,
Water, coffee, tea, milk, and assorted soft drinks must be provided prior to or in-between shows.
(The Temptations usually arrive at the venue one hour before their show time.)

MEAL SUGGESTIONS: One or two entrees of Chicken, Fish, Pasta, Turkey, BBQ Ribs (beef) along with fresh vegetables, salad and several desserts. Travel boxes/containers for food to go would be appreciated.

HOTEL REQUIREMENTS:

N/A
FIVE (5) Suites and TEN (10) King Singles with free wireless Internet are needed for the Temptations at a QUALITY Hotel.

SPECIAL INSTRUCTIONS:

1. Please have ALL rooms PRE-REGISTERED with keys and a copy of the attached. (Please note Derrick Porter (Groups Tour Manager) appear in BOLD / UNDERLINED type).
2. Please assign suites to: Mr. Otis Williams, Mr. Ron (Tyson) Presson, Mr. Willie Greene, Mr. Terry Weeks, Mr. Larry Braggs
3. King singles to the balance of the entourage.
4. Derrick Porter will present his credit card at time of check in to guarantee HIS & Otis room). **EXCEPT WHERE PROMOTER/BUYER IS CONTRACTED TO PROVIDE HOTEL ACCOMMODATIONS, DERRICK PORTER WILL PAY FOR ALL ROOMS +TAXES. ALL OTHER MEMBERS WILL BE RESPONSIBLE FOR THEIR OWN CREDIT ARRANGEMENTS FOR INCIDENTAL CHARGES. PLEASE SECURE REQUIRED CREDIT CARD OR CASH DEPOSITS FROM EACH MEMBER OF THE GROUP. GROUP WILL NOT BE HELD RESPONSIBLE FOR INCIDENTALS.

PLEASE ASSIGN ALL ROOMS WITHIN SAME PROXIMITY WITH THE FOLLOWING EXCEPTIONS. IF POSSIBLE PLEASE DO NOT PLACE **OTIS WILLIAMS** ON ANY FLOOR ABOVE THE 8TH FLOOR. WE ALL PREFER NON-SMOKING ROOMS IF HOTEL DOES NOT HAVE ELEVATORS PLEASE PLACE ENTIRE GROUP ON THE GROUND FLOOR.

TWO BELLMEN WILL BE NEEDED TO ASSIST WITH LUGGAGE HANDLING (Please note arrival AND departure times). IF WE REQUEST AN EARLY CHECK-IN WE WILL WAVE THE ABOVE SPECIAL ROOMING REQUESTS IN ORDER TO ACCOMMODATE AN EARLY CHECK-IN. ALSO, WE MAY REQUIRE PARKING FOR OUR TOUR BUS AT THE HOTEL. (The Group prefers a 11:00am check-in time).

1. Please have ONE MASTER FOLIO for all room & tax charges. This bill will be paid by Derrick Porter upon check out.
2. Please have SEPARATE Incidentals folios for EACH room. (PLEASE Do not merge or combine these bills) Incidentals will be paid by EACH individual at check out.

Thank you.

2018 TECHNICAL RIDER PRODUCTION INFORMATION AND COSTS

ARTIST PRODUCTION MANAGER

MARK Lieberman

765.238.8323

mslguitar@yahoo.com

PRODUCTION PAYMENT

The PURCHASER shall reimburse the PRODUCER ^{\$2,500 two} ~~\$3,500~~ (three thousand five hundred dollars) for artist-supplied backline and monitor system ~~(not inclusive of side fills and processing)~~. For multiple performances, a mutually agreed upon amount will be negotiated.

MULTIPLE ACT ENGAGEMENTS

On multiple act engagements, there will be no sharing of backline equipment or audio consoles unless touring band is utilized. A separate monitor and house console will be needed for other acts. On dates where multiple acts are billed as co-headliner, rolling risers where feasible, would be used to clear stage. Another possibility is a double set up, used frequently on Temptations/Four Tops performances, where two drum kits and keyboard set ups are simultaneously configured onstage, utilizing all given space. No other act may use monitor system of ARTIST though, as it is set exclusively for them. House console may be shared, though.

STAGE & RISER SIZE AND SURFACE

Surface must be either hardwood, parquet type dance floor or marlee surface. Carpeted or concrete surfaces as well as surfaces in poor condition, (i.e. grooves or chunks) would require a solution. Obviously not all stages in all venues fit this requirement. Communication with ARTIST production manager on all stage specifications, shall determine which solutions or adjustments must be made to provide a good show for all. All risers must have black masking and be of sturdy and safe construction. Riser dimensions- 1-12x8 (short height) 1-8x8 (medium height) 1-8x8 (short height).

LIGHTING SYSTEM

As no lighting technician is travelling with ARTIST, a dedicated technician from house or lighting company shall be in charge of designing the show. ARTIST Production manager will advance system, and what technician needs to design a good show, shall determine the extent of the instruments. The basic lighting rig shall be a minimum of 64K of conventional Pars, at least 5 Leikos, audience blinders, and a mixture of deck & truss moving lights if possible. There MUST be a maximum of 5 spots or a minimum of 3, in order to properly light the 5 singers across the frontline.

HOUSE AUDIO SYSTEM

PURCHASER shall provide complete front of house package. All Front of House Consoles MUST BE a 48 channel digital console, with at least 48 channel FOH snake.

Digital Options:

*Midas Pro series, Avid D show, SC48, Yamaha 5d, CL5, Digico SD series, Soundcraft VI 2000.

Analog console options: (by approval ONLY of production manager)

All main PA-speaker stacks shall be cleared through ARTIST production manager. Preferably, a line array system (V-dosc, Adamson, Martin, JBL Vertec, D&B, EAW or Meyer) is ideal, flown wherever possible, giving ample coverage for vocal clarity and sonic quality. Proprietary (Homemade) Speaker cabinets are not acceptable.

ON STAGE AUDIO required by ARTIST:

1. 3-way stereo side fills with sub.
2. 1 bi amped wedge for the monitor cue system with power amps & processing.
3. 2 bi amped wedges for the horn section with power amps & processing.
4. 1 bi amped wedge for the bassist with power amps & processing.
5. 1 bi amped wedge for the guitarist with power amps & processing.
6. 1 bi amped wedge for the SR keyboardist with power amps & processing.
7. 1 bi amped wedge for the SL keyboardist with power amps & processing.
8. 1 bi amped wedge for the drummer with power amps & processing.
9. 1 drum sub for the drummer with power amps & processing.
10. Snake head to be placed at monitor world, where ARTIST shall patch 42 channels of XLR to go to front of house.
11. Stage power, which consists of all Edison/Quad boxes at 7 positions on stage and at monitor world.

At no cost to PRODUCER, all existing house equipment, such as center clusters or balcony fills or delay towers used to adequately cover sound throughout entire venue, will be used for optimal coverage.

Front of house mix position should ideally be at the front center of stage, not to exceed a distance of 75'.

The mix position will require a footprint of 16' wide by 12' deep. For all Outdoor events, Purchaser must provide a covered dry area for ARTIST supplied with towels, tarps, plastic, squeegee, brooms or leaf blowers available to dry off the stage in case of bad weather/ rain. Always be prepared for bad weather!

MONITOR SYSTEM-Artist Supplied

The following is a list of items supplied by ARTIST.

1. Monitor console-
 - (1) MIDAS PRO2/DL251 console/rack.
2. Splitter System-
 - (1) 56 pair splitter with (4) 12-channel satellite sub snakes
 - (1) 56 pair fan out to patch into FOH house snake head
3. In-Ear monitors
 - (7) Channels of Sennheiser 300 IEM wireless In-Ear monitor units
 - (4) Channels of Shure hardwired In-Ear monitor units
4. Microphones
 - (6) Shure Beta 58 UR2 Wireless handheld mics
 - (10) Shure beta 98 H/C (horn clip-ons)
 - (4) Sennheiser 604's
 - (5) Audio Technica 4041's
 - (5) Shure SM 57's
 - (1) Shure Beta 57
 - (2) Shure SM 58's
 - (1) Shure Beta 58
 - (14) Direct boxes

All microphone stands and XLR and 1/4 inch cabling required to patch the stage is provided along with miscellaneous items,

- (15) Manhasset music stands with lights and power stringers
- (10) Backless non-swivel bar stools
- (1) Adjustable Fan for Drummer

This equipment shall arrive on a 15'-21' bobtail truck driven by, set up and operated by Backline Company representative of ARTIST.

ADDITIONAL MUSICIANS

PURCHASER agrees to provide and pay for (10) contracted musicians outlined below. A three-hour rehearsal is required prior to performance. Rehearsals must be in an area separate from that of the stage, so as not to impede the progress of the set up. This area must be furnished with (10) music stands and (10) chairs by PURCHASER. Any union dues, fees, freight, transportation, catering, etc. shall be the responsibility of the PURCHASER. All musicians should be attired in black dress pants, black shoes, and black dress shirt. All musicians must be willing to clip microphones to the bell of their horn.

Before contracting, a courtesy call to the musical director must be made so he may consult on preferred sections in the region. His contact information is below.

Musical Director

Donn Wyatt – 818 331 8511

tlbmusic@gmail.com

INSTRUMENTATION

| | | |
|-------|-----|-------------------------------------|
| Three | (3) | TRUMPETS all doubling on FLUGELHORN |
| Two | (2) | TROMBONES |
| Two | (2) | ALTO SAXOPHONES |
| Two | (2) | TENOR SAXOPHONES |
| One | (1) | BARITONE SAXOPHONE |

BACKLINE EQUIPMENT

The following is a list of items provided by ARTIST.

1. STAGE LEFT KEYBOARDS

- (1) Yamaha S90es with sustain pedal
- (1) Yamaha Motif 7es with sustain pedal
- (2) Double tier quick-lok keyboard stands
- (1) Mackie 1402 mixer

2. STAGE RIGHT KEYBOARDS

- (1) Korg Kronos 88 (2nd option-Motif 8es w/sustain)
- (1) Korg Triton pro w/sustain
- (1) MACKIE 1402 MIXER
- (2) Double tier quick-lok keyboard stands

3. BASS AND GUITAR

- (2) AGUILAR GS 410 CABINETS
- (2) AGUILAR DB 751 BASS HEADS
- (2) Mesa Boogie Lonestar combo/with amp stands, and 4 guitar stands.
- (1) Fender USA Jazz bass w/strap
- (1) Fender USA Stratocaster w/strap
- (2) Boss tuner pedals
- *(15) 20' ¼ in. instrument cables

4. DRUMS

- (1) DW DRUM KIT (10, 12, 14, 16 Toms, 22" Kick)
- (1) PEARL RACK CAGE with hardware to mount all drums/cymbals (or 8 cymbal stands, including tom mounts)
- (2) HI HAT STANDS
- (2) DRUM THRONES
- (2) SNARE STANDS
- (2) 14x5" SNARE DRUMS
- (2) DW 9000 KICK PEDALS

Set of Sabian Cymbals

AAX

- (1) 22" Rider
- (1) 10" Splash
- (1) Set of 14" HI HATS
- (4) Crashes 2-17", 2-18"
- (1) 18" Ozone Crash

SHOW LABOR

The following is to be provided by PURCHASER at their own expense.

(6) SIX STAGEHANDS/ LOADERS for in & out.

(RIGGERS, AUDIO, LIGHTING, CARPENTERS, and HOUSE ELECTRICIAN will be advanced on a per show basis if needed.)

Forklift drivers or any other labor that is deemed necessary by local labor requirements and logistics. This labor is designated for both load in and load out.

SHOW CALL

- (2) (1) HOUSE LIGHT OPERATOR (LD)
- (2) (4) FOLLOW SPOT OPERATORS
- (2) DECK HANDS

HEADS OF DEPARTMENT AND ANY OTHER LABOR DEEMED NECESSARY BY LOCAL LABOR REQUIREMENTS.

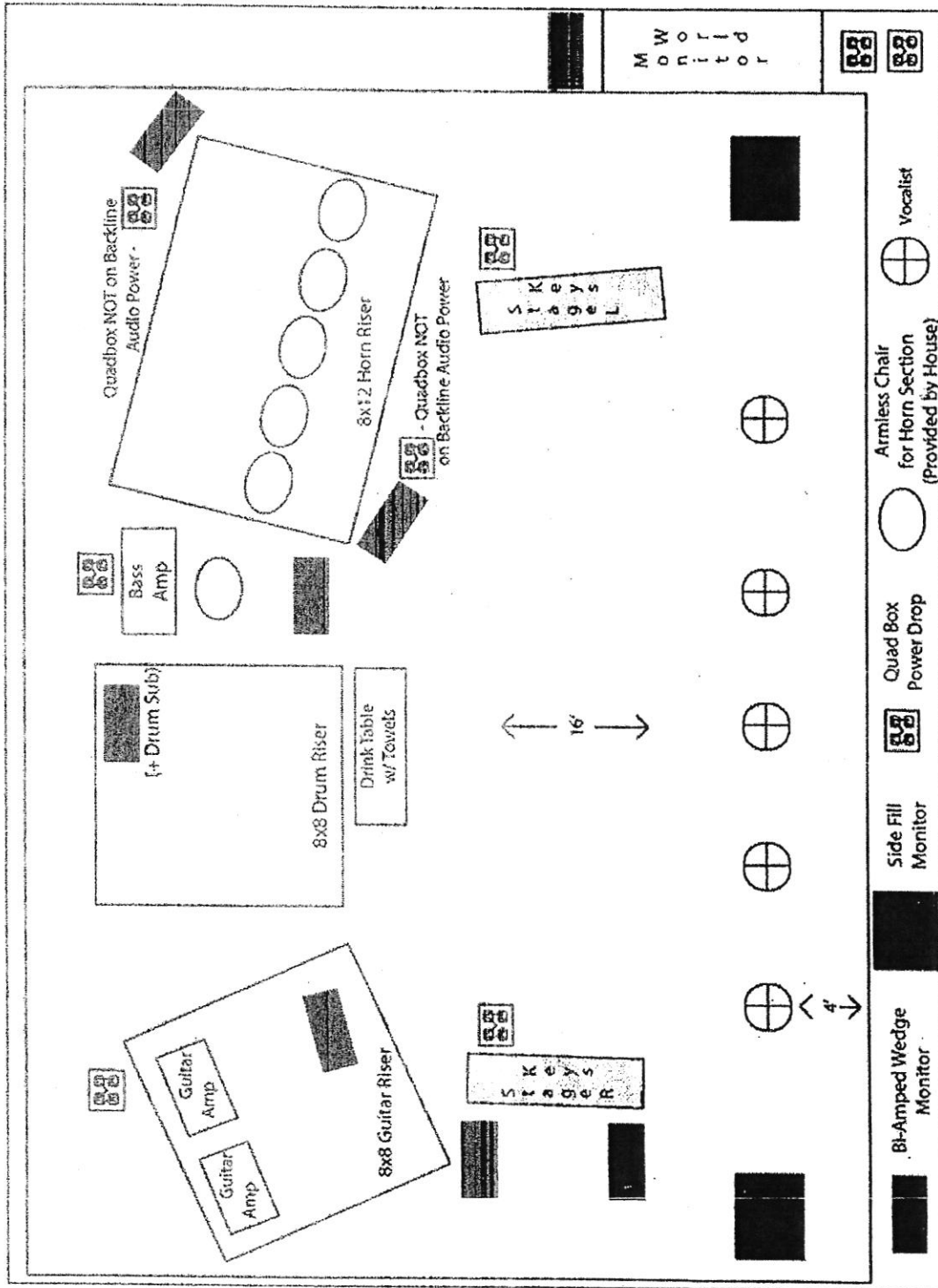
MISCELLANEOUS

(6) STRAIGHT BACK CHAIRS WITHOUT ARM RESTS ARE NEEDED FOR THE HORN SECTION & THE TEMPTATIONS STAGE SET UP, TO BE PROVIDED BY PURCHASER.

**(12) BLACK HAND TOWELS WITH 1 CASE OF WATER ARE NEEDED FOR USE ONSTAGE

THE TEMPTATIONS 2018 INPUT LIST

| CH | Instrument | Inserts | VCA/DCA |
|----|--------------|------------|---------|
| 1 | Kick | Compressor | 1 & 7 |
| 2 | Snare Top | Compressor | 1 & 7 |
| 3 | Snare Bottom | | 1 & 7 |
| 4 | Hi Hat | | 1 & 7 |
| 5 | Rack 1 | Gate | 1 & 7 |
| 6 | Rack 2 | Gate | 1 & 7 |
| 7 | Rack 3 | Gate | 1 & 7 |
| 8 | Rack 4 | Gate | 1 & 7 |
| 9 | | | |
| 10 | Ride | | 1 & 7 |
| 11 | OH SL | | 1 & 7 |
| 12 | OH SR | | 1 & 7 |
| 13 | Bass | Compressor | 2 & 7 |
| 14 | Spare | | 2 & 7 |
| 15 | GTR L | Compressor | 3 & 7 |
| 16 | GTR R | Compressor | 3 & 7 |
| 17 | Motif 7 L | | 4 & 7 |
| 18 | Motif 7 R | | 4 & 7 |
| 19 | S90 L | | 4 & 7 |
| 20 | S90 R | | 4 & 7 |
| 21 | Kronos L | | 5 & 7 |
| 22 | Kronos R | | 5 & 7 |
| 23 | Triton L | | 5 & 7 |
| 24 | Triton R | | 5 & 7 |
| 25 | Otis | Compressor | 8 |
| 26 | Ron | Compressor | 8 |
| 27 | Terry | Compressor | 8 |
| 28 | Larry | Compressor | 8 |
| 29 | Willie | Compressor | 8 |
| 30 | Billy | Compressor | |
| 31 | Spare | | |
| 32 | FOH | | |
| 33 | Tenor | | 6 |
| 34 | Alto | | 6 |
| 35 | Alto | | 6 |
| 36 | Tenor | | 6 |
| 37 | Baritone | | 6 |
| 38 | Pet | | 6 |
| 39 | Pet | | 6 |
| 40 | Pet | | 6 |
| 41 | Bone | | 6 |
| 42 | Bone | | 6 |
| 43 | Drum Verb L | | |
| 44 | Drum Verb R | | |
| 45 | Vox Verb L | | |
| 46 | Vox Verb R | | |
| 47 | Vox DBL L | | |
| 48 | Vox DBL R | | |
| 49 | Delay L | | |
| 50 | Delay R | | |
| 51 | Horn Verb L | | |
| 52 | Horn Verb R | | |
| 53 | CD L | | |
| 54 | CD R | | |
| 55 | iPod L | | |
| 56 | iPod R | | |



TEMPTATIONS STAGE LAYOUT

July 19, 2018

Agenda #2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Contract 18-136**
BONK SHOW

INITIATED AND PRESENTED BY: **Susan Shannon, Director**
Montana ExpoPark

ACTION REQUESTED: **Approval of Contract 18-136**

BACKGROUND:

The purpose of this agreement is to contract with Harmony Artists, Inc. for the Bonk Show that will provide interactive entertainment on the 3Rivers Stage in Central Park. The Bonk Show will perform two shows daily for eight days each approximately 60 minutes in length. The Bonk Show is best described as Jeopardy meets the Three Stooges in the comedy game show that's one part general knowledge, two parts physical mayhem, and three - just plain wacky. Performance dates will be July 27th - August 4, 2018.

RECOMMENDATION: Approval of Contract 18-136

COMPENSATION: \$8,000 + Lodging, One Hotel Room

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission APPROVE Contract 18-136, Agreement with The BONK SHOW for the purpose of providing entertainment at the 2018 Montana State Fair between July 28 - August 4, 2018.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission DISAPPROVE Contract 18-136, Agreement with The BONK SHOW for the purpose of providing entertainment at the 2018 Montana State Fair between July 28 - August 4, 2018.

Additional Contract Provisions

Contract #: 17543

The Provisions of this Contract Addendum are deemed incorporated in and part of the Concert Performance ("Engagement") identified below.

Artist: BONK SHOW**Date of Show[s]:** 7/28/18 thru 8/4/18**Venue:** MONTANA STATE FAIR, GREAT FALLS

- 1 **DEFAULT:** In the event that Presenter defaults in any payment or payments when due or breaches any essential covenant hereof or defaults under any other essential term of the written agreement with the ARTIST or is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy or reorganization or takes advantage of any insolvency law or if a receiver or trustee is appointed of any substantial portion of its or his assets and such appointment shall not be vacated within ten (10) days, The ARTIST may at its election and in its sole discretion, cancel any or all of the performances set forth in this agreement and The ARTIST may thereafter retain monies received as liquidated damages. The ARTIST, upon its exercise of its election to cancel, shall be released of all obligations under this agreement.
- 2 **FORCE MAJEURE AND CLAIMS LIMIT:** It is understood and agreed that in the event that the ARTIST shall be delayed, hindered in, or prevented from any performance at any theater(s) by reasons of strikes, fuel crises, lockout, labor trouble, riots, insurrection, war, delay of transportation service, or other reasons beyond its control, the ARTIST shall not be liable for any claims for damages resulting from said delay, hindrance or non performance. Furthermore, in no event shall the ARTIST be liable, under the terms of this Agreement, for claims for damages in excess of Presenter's paid out-of-pocket expenditures directly related to the Production.
- 3 **INDEMNIFICATION:** Presenter does hereby indemnify the ARTIST and shall hold the ARTIST harmless from County negligence in performance of the agreement. Artist shall indemnify Cascade County and Montana State Fair for its negligence and that of its employees and agents in the Performance of this agreement and shall hold Cascade County and Montana State Fair harmless from such negligence.
- 4 **LODGING INDEMNIFICATION:** Artist shall indemnify and hold Cascade County and Montana State Fair harmless for any and all damage whether intentionally, accidentally or negligently caused by Artist, its agents, employees, guests, invitees and other third parties.
- 5 **STAGE, SOUND, LIGHTING, AND FRONT OF HOUSE:** Presenter is responsible, at his own expense, for all facility related expenses including but not limited to personnel, technical equipment front of house, box office, load in and load out.
- 6 **VENUE, LAW, AND STATUS OF AGREEMENT:** This agreement is deemed to be made in Montana, to be interpreted under Montana Law and the venue of all disputes shall be in the District Court of Cascade County.

MICHAEL SWENSON

Cascade County
Jane Weber Cascade County Commissioner

X

X

3575 Cahuenga Blvd., Ste 560
Los Angeles, CA 90068



Phone: 323.655.5007
Fax: 323.655.5154

CONTRACT #: 17543

Agreement made this date, _____, 2018 by and between (hereinafter referred to as Artist) and Cascade County (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST **BONK SHOW**

VENUE: **Montana State Fair** 400 3rd St. NW, Great Falls, MT 59403

Phone: 406-727-8900 Fax: 406-452-8955

DATE(S): **Sat, Jul 28, 2018 thru Sat, Aug 4, 2018**

TYPE: Fair

Artist to Perform two (2) shows each approx 60 minutes in length.

No. Days/Shows: 8 /16

Showtime(s): TBD

Merchandising

Load In: TBD

Onstage:

Artist sell: 0 %

Snd Chck: TBD

Ages:

Build sell:

Doors Open: TBD

Curfew:

TERMS: **\$ 8,000.00 Flat Guarantee**

Plus rider

Plus accommodations - 1 Single room will be provided July 27 - August 4. (9 nights)

Artist agrees to Montana State Fair Sound and Lights provided.

**ADDITIONAL
PROVISIONS:**

PAYMENTS:

Signed contracts and riders due by: 7/25/18

Artist shall be paid in full at the end of the final performance day via check payable to The Entertainment Pros LLC.

ALL PAYMENTS SHALL BE PAID BY CERTIFIED CHECK, MONEY ORDER, CASHIER'S CHECK, BANK DRAFT, OR CASH IN U.S. DOLLARS. NO PERSONAL OR COMPANY CHECKS, UNLESS OTHERWISE SPECIFIED HEREIN.

No performance on the engagement shall be professionally recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever by Cascade County or Montana State Fair in the absence of a specific written agreement with the Artist. Performances may be recorded, photographed and/or reproduced by general public with no recourse therefore to purchaser.

It is expressly understood by the Purchaser and the Artist who are parties to this contract that neither Harmony Artists, Inc. nor it's employees nor directors are parties to this contract in any capacity other than as Agent and, therefore, that neither Harmony Artists, Inc. nor it's employees nor directors shall be liable for the performance or breach of any provision hereof.

This contract shall not be binding unless signed by all parties hereto.. Should any Additional Clause(s), Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement. and shall be signed by all parties to this contract..

The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

THE ENTERTAINMENT PROS, LLC

FED ID#: 47-3532636

X

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BOOKING AGENT: Jerry Ross

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Jane Weber Cascade County Commissioner

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